

Contact Information

Managing Agent for The Village at Skyliner Summit at Broken Top HOA:
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SECTION 1: INTRODUCTION

Owners of lots in the Village at Skyliner Summit at Broken Top (“Village”) are members of both the Village HOA and the Skyliner Summit at Broken Top HOA (“Skyliner Summit” or the “master association”). As such, they are obligated to abide by the rules of both associations, which have been integrated into this document.

1.01 Authorization: Both the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and the Bylaws of Skyliner Summit HOA authorize the master association Board of Directors to establish Rules & Regulations:

1.01.1 The Board of Directors from time to time may adopt, modify or revoke such Rules & Regulations governing the conduct of persons, the administration of the Association, and the operation and use of lots and common area as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the property. (Skyliner Summit CC&Rs Art. 4.22)

1.01.2 The Rules & Regulations concerning other use of the property may be made and amended from time to time by the Board of Directors. (Skyliner Summit Bylaws Art. 7.5)

The governing documents for the Village provide the same authorization:

1.01.3 The association from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of lots and common area as it may deem necessary and appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. (Village CC&Rs Art. 15-G)

1.02 Continuity of Documents: These Rules & Regulations are based on, and build upon the requirements of the CC&Rs and Bylaws of both Skyliner Summit at Broken Top HOA and the Village at Skyliner Summit at Broken Top HOA, and nothing in these Rules & Regulations shall be interpreted as overriding any of those documents, nor shall the failure to mention a rule established in those documents negate that rule.

1.03 Purpose: This document is intended to educate owners about the conduct and standards expected of them and to encourage voluntary compliance in order to enhance property values and maintain a friendly, livable, and attractive neighborhood. As such, the document both summarizes many of the rules contained in the CC&Rs and Bylaws and provides additional clarification and direction to restrictions in those documents, especially regarding activities that might damage the common area, create a nuisance, involve unsafe or unlawful activities, generate complaints, or interfere with the residential character of the neighborhood.

1.04 Previous Rules: These Rules & Regulations supersede all previously issued rules and regulations, but do not render invalid actions taken in accordance with any previous rules or regulations.

1.05 Non-waiver: Failure by the association to enforce any covenant or restriction in the CC&Rs or these Rules & Regulations shall in no event be deemed a waiver of the right to do so thereafter. No part of these Rules & Regulations is intended to negate or reduce an owner’s responsibilities to the CC&Rs or other governing documents of the Skyliner Summit at Broken Top HOA or the Village at Skyliner Summit at Broken Top HOA.

1.06 Properties and Persons Covered by these Rules: All owners in the Village at Skyliner Summit at Broken Top (Phases 1, 2, 7, 8, and 9: lots 51–172) are bound by these Rules & Regulations. All owners are responsible to cause their guests, invitees, and tenants, as well as their contractors, agents and employees to conform to the Rules & Regulations and the other governing documents of the HOAs of both Skyliner Summit and the Village.

1.07 Enforcement: These Rules & Regulations are generally enforced by the Village Board of Directors, except for Sections 2.01, 2.02, and 2.03, which are enforced by the Board of the master association. Either or both boards may delegate enforcement responsibilities to a Managing Agent. The relevant association may fine, assess, order, or otherwise enforce any rule or regulation directly against the owner or owner's lot. In the event the Village Board fails to enforce these Rules & Regulations, the Board of Directors of the master association may take appropriate enforcement action (see Skyliner Summit CC&Rs Art. 11.3). Enforcement actions may be appealed in writing to the master association Board of Directors for violations of Sections 2.01, 2.02, and 2.03, and to the Village Board of Directors for all other violations of these Rules & Regulations.

1.08 Sub-association Rules: The Village Board may adopt additional or more restrictive rules and regulations, upon notice to the master association Board of Directors, as required by the Skyliner Summit CC&Rs, but shall not exempt any properties or persons from them.

SECTION 2: COMMON AREA

Skyliner Summit has a tremendous resource in its more than 39 acres of common area. Of the 263 lots, 201 are adjacent to common area. Article 5 of the Skyliner Summit CC&Rs reserves the common area for owners and their invitees, prohibits damaging the common area, and restricts storing anything in the common area or altering it without approval of the master association Board of Directors. Article 7 of the Skyliner Summit Bylaws also sets restrictions and rules of conduct regarding the common area. The following rules summarize and further interpret these proscriptions:

2.01 Purpose of the Common Area: The common area (except for Tracts H and J, as described in Sections 2.03 and 2.04 below) is passive open space intended as a buffer zone adjacent to and between homes, and maintained as native terrain.

2.02 Prohibited Activities: The following are prohibited in and on the common area, including the Village Park in Tract H and the Horseshoe Park in Tract J; (see Section 2.04 below for exceptions that apply to the Village Park):

2.02.1 Any activities that damage the common area, including, but not limited to: group sports, the use of any wheeled device or vehicle (except on Board-approved and marked trails), and the construction or formation of any trail by repeated use.

2.02.2 Any digging, planting or placement of any material, including, but not limited to dirt, gravel, rocks, vegetation, furniture, trash, and yard or building debris.

2.02.3 The placement or construction of any temporary or permanent structure, equipment, play or sports apparatus, or sign.

2.02.4 Open fires and fireworks (both legal and illegal).

2.02.5 The use or possession of intoxicating substances, including alcohol, marijuana, and illegal drugs.

2.02.6 Overnight sleeping or camping.

2.02.7 Allowing pets to roam off-leash, or failing to remove pet waste.

2.03 The Horseshoe Park: The Horseshoe Park (Tract J at Flagline and Sandalwood) is designated as a private park for all residents of Skyliner Summit at Broken Top HOA, and is intended for both passive activities (picnics or sunbathing) and active play and informal sports (such as touch football or Frisbee). In addition to the prohibited activities in Sec. 2.02 above, the following restrictions apply:

2.03.1 Use of the Horseshoe Park is limited to the hours between sunrise and sunset.

2.03.2 Use of the Horseshoe Park by groups of more than eight (8) people requires a permit from the master association Board of Directors. (Contact the Managing Agent to apply for a permit.)

2.03.3 Boisterous activities and the use of loud amplification devices or equipment, including, but not limited to music amplifiers, boom boxes, karaoke systems, or public address systems, may be deemed a nuisance and must be discontinued when such activities are a source of annoyance to other owners.

2.03.4 Mobility devices necessary to accommodate a disability are allowed, but prudent operation of such devices is encouraged to avoid or minimize damage to the property.

2.03.5 No sand, chalk, or paint markings may be applied to the ground, trees, rocks, or other surfaces.

2.03.6 All personal possessions, including toys, games, and play and sports equipment, must be removed from the parks after use.

2.04 The Village Park: The Village Park (Tract H) is designated as an exclusive common area for the use of owners and residents in the Village only. It is intended for both passive activities (picnics or sunbathing) and active play and sports. While the prohibited activities in Section 2.02 generally apply, the following exceptions and restrictions are specific to the Village Park:

2.04.1 Use of the Village Park is prohibited after 10:30 p.m.

2.04.2 Use of the Village Park by groups of more than twenty (20) people requires a permit from the Village Board of Directors. (Contact the Managing Agent to apply for a permit.)

2.04.3 Temporary equipment, play and sports apparatus, including nets, may be used, but must be removed after activity ends that day.

2.04.4 Group sports are allowed (subject to Section 2.04.2 above).

2.04.5 Boisterous activities and the use of loud amplification devices or equipment, including, but not limited to music amplifiers, boom boxes, karaoke systems, or public address systems, may be deemed a nuisance and must be discontinued when such activities are a source of annoyance to other owners.

2.04.6 Mobility devices necessary to accommodate a disability are allowed, but prudent operation of such devices is encouraged to avoid or minimize damage to the property.

2.04.7 No sand, chalk, or paint markings may be applied to the ground, trees, rocks, or other surfaces.

SECTION 3: USE OF PRIVATE LOTS AND HOMES

Owners are encouraged to become familiar with the CC&Rs and Bylaws of the Village at Skyliner Summit at Broken Top HOA, which limit the use of lots and homes to residential purposes, prohibit nuisances and unlawful activities, promote safety, and regulate animals, vehicles, parking, signs, trash, and other aspects of living in the Village at Skyliner Summit. The following rules summarize and interpret these proscriptions:

3.01 Nuisances: Activities outside of the home must not interfere with other residents' enjoyment of their lots, homes, or the common area, be a source of annoyance to other residents, or compromise safety. Examples of activities that may create a nuisance include, but are not limited to:

3.01.1 Using illegal fireworks.

3.01.2 Engaging in open burning without an adequate spark arrester or shield.

3.01.3 Allowing pets to roam off-leash, except under the direct control of their owner in their own yard or in a fenced yard (including an electronic fence); failing to remove pet waste, including on one's own lot, in a timely manner; and allowing pets to use other owners' lots for elimination.

3.01.4 Creating noise outdoors audible to other residents during the City of Bend's "quiet hours" of 10:00 p.m. to 7:00 a.m., as well as boisterous activities, the use of loud amplification devices, or dogs that bark regularly and repeatedly at any time. The use of power tools and equipment that can be heard across the property line, such as power lawn mowers, weed eaters, and blowers is limited to the hours of 8:00 a.m. to 8:00 p.m. Snow removal equipment is exempted from this rule when being used to remove snow.

3.01.5 Holding large parties in driveways, front yards, or streets; obstructing the flow of traffic on streets.

3.01.6 Leaving snow on public sidewalks adjacent to private lots beyond the time frame set by the City of Bend (24 hours after an initial snow fall).

3.01.7 Performing restoration or mechanical repair, including body work, on cars, trucks, motorcycles, or other vehicles, whether licensed or unlicensed, operating or in disrepair, outside of the garage for extended periods or on a regular basis.

3.02 Neighborhood Appearance: In order to promote an attractive neighborhood and strong property values, owners and tenants are encouraged to keep their property clean, well-maintained, and free of clutter and debris. Failure to maintain neighborhood standards of appearance may constitute a nuisance when repeated or allowed to persist. Standards include:

3.02.1 All elements of home exteriors and other exterior improvements must be re-painted, re-stained, and otherwise maintained once colors have faded or chipped, or other features have fallen into disrepair.

3.02.2 Grass and other landscaping elements must be well-maintained. The use of invasive trees, plants, shrubs, or vines is not recommended. Owners must take steps to prevent and eradicate noxious weeds.

3.02.3 Yards, patios, porches, and decks visible from the street, adjoining properties, alleys, or the Village Park, shall be kept clean and free of personal possessions, including interior furniture, appliances, tools, toys, and sports equipment, but excluding patio furniture, grills, screened fire pits, potted plants, and basketball hoops. Personal possessions are prohibited on roofs at all times. Basketball hoops, soccer goals, and other sports apparatus are prohibited in the public right-of-way (including sidewalks, parkway strips, streets, and alleys) at all times.

3.02.4 Trash, yard debris, and recycling materials shall not be stored or allowed to accumulate anywhere outside of the home or garage, including on porches and decks, except in receptacles provided by the locally authorized disposal company. Receptacles must be stored in the garage or behind a fence or screen approved by the Village Design Review Committee. Trash & recycling receptacles may be put in the street the day before pickup (preferably after 4:00 p.m.) and must be stored out of sight by the end of pickup day (preferably before 10:00 p.m.); receptacles may not be out for more than 48 hours.

3.02.5 Garage doors should not be left open repeatedly or for extended periods when unattended.

3.02.6 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for a reasonable number of dogs, cats, or other household pets, provided they are not kept or bred for any commercial purpose.

3.02.7. The alleys shall be maintained clear of any obstructions, including, but not limited to, personal possessions, sports equipment, toys, trash containers, parked vehicles, boats, trailers, RVs, and stored materials; this also applies to unfenced areas connecting to the alleyways.

3.03 Signs: The following rules govern the use of signs on private lots; note that a city ordinance prohibits placing signs in the road right-of-way, which includes the parkway strip between the sidewalk and curb:

3.03.1 All properties are limited to one “for sale” sign, no larger than 5 sq. ft., displayed only at the front of the property (determined by the street address). “For rent” signs may only be displayed in the front window, not outside of the home. Directional signs pointing to available properties are prohibited.

3.03.2 Signs for temporary events, such as real estate open houses, parties, and garage or yard sales shall be displayed only on the day of the event and must be removed by the responsible party immediately afterward.

3.03.3 A sign (no larger than 5 sq. ft.) indicating the name of a contractor doing work on a property is only allowed while work on the project is underway, and must be removed upon completion of the work.

3.03.4 No signs are allowed advertising a business, craft, hobby, professional service, or vacation rental.

3.03.5 Political or campaign signs should be removed within five (5) days of the relevant election. “Dog in training” signs related to invisible fences must be removed within thirty (30) days.

3.04 Parking: In order to keep the streets and sidewalks safe and passable, to promote the overall attractiveness of the neighborhood, and to avoid creating nuisances, the following parking standards shall apply:

3.04.1 RVs, ATVs, motorcycles, snowmobiles, boats, trailers, construction equipment, and commercial vehicles are not to be stored on a street or driveway for more than 24 hours, and then, only for the purpose of loading and unloading (and

not for the purpose of occupying or sleeping in the vehicle). Residents who need more than 24 hours to prepare their own RV for a trip may contact the Managing Agent to request an extension of up to 48 hours on no more than four occasions per year.

3.04.2 No vehicle in disrepair or stalled vehicle may be parked on the street or in a driveway for more than 48 hours.

3.04.3 No commercial vehicles with a gross weight of more than 8,000 pounds may be parked overnight on any street or driveway or otherwise in violation of City of Bend ordinances.

3.04.4 Vehicles other than those mentioned in 3.04.1, 3.04.2, and 3.04.3 above shall not remain parked on the street without being moved for more than five (5) consecutive days.

3.04.5 Overnight street parking is limited to two (2) vehicles per home.

3.04.6 No vehicle may block any portion of the sidewalk; if a vehicle is too long to fit between the home and sidewalk, it must be parked on the street.

3.04.7 Parking or driving on private lots is prohibited, except on paved driveways and in garages, or in conjunction with construction or landscaping projects.

3.04.8 All vehicles parked on the street must face in the direction of traffic, as required by Oregon law.

3.05 Home Businesses: No business venture shall be conducted in or about any property in the Village except for one-room offices in private homes.

3.05.1 Business Signage: No business activity may be designated by exterior signs.

3.05.2 Limited Scope of Business Activities: No business activity may become an undo burden on or nuisance to the Village neighborhood.

3.05.3 Business-Related Parking: No street parking for home offices is allowed; all parking demands generated by home offices must utilize the driveway or garage of the residence where the home office is located.

SECTION 4. RENTALS

4.01 Rules Apply to Tenants: Tenants must abide by the CC&Rs, Bylaws, Rules & Regulations, Design & Construction Guidelines, and other policies of the Village at Skyliner Summit at Broken Top HOA, as well as the CC&Rs and Bylaws of the Skyliner Summit at Broken Top HOA. Owners are responsible for the actions of their tenants and are subject to fines for violations by their tenants.

4.02 Long-term Rentals: Owners renting all or part of their property on a month-to-month or longer-term basis shall comply with the following requirements:

4.02.1 Owners must comply with any and all city, state, and federal laws and regulations regarding long-term rentals.

4.02.2 Owners must provide the tenant with a copy of these Rules & Regulations. (This document is available from the Managing Agent.)

4.02.3 Owners shall provide the Managing Agent with a copy of the HOA's Rental Information Form, signed by the owner and tenant; this form shall (a) acknowledge that the tenant has received a copy of these Rules & Regulations and understands their responsibilities; (b) provide the name(s) and contact information for the tenant; and (c) provide the name and contact information for the property manager, if there is one. (The Rental Information Form is available from the Managing Agent.)

4.03 Short-term Rentals: Owners renting homes, rooms, or ADUs on a daily or weekly basis (sometimes called vacation rentals) shall comply with the following requirements:

4.03.1 Owners must comply with city, county, and state requirements regarding vacation rentals, including obtaining a Vacation Rental Permit from the City of Bend, and paying the transient room tax. Owners must provide the Managing Agent with a copy of the Bend Vacation Rental Permit.

4.03.2 Owners must provide the Managing Agent with the name and contact information for the property manager, if there is one.

4.03.3 Owners must display a copy of these Rules & Regulations in the rental property at all times. (This document is available from the Managing Agent.)

4.03.4 Owners of short-term rentals should take special care to be sure the property and its occupants comply with: Sec. 3.02 regarding the appearance of the home and landscaping and the time limits for leaving trash and recycling containers in visible locations; Sec. 3.01 regarding nuisances; and Sec. 3.04 regarding parking.

4.03.5 Signs indicating that a property is a vacation rental are prohibited.

SECTION 5: ASSESSMENTS, FEES, AND FINES

5.01 Assessment Schedule: Annual assessments and a payment schedule are set by the Boards of the master association and the Village sub-association. The Managing Agent will mail statements to owners at their address-of-record prior to the due date, but not receiving a statement does not relieve an owner of the obligation to pay the assessment by the due date.

5.02 Special Assessments: Subject to the procedures set forth in the CC&Rs of the Village HOA, the Village Board of Directors may approve special assessments binding on single owners to correct a violation on the owner's private property which the owner refuses to undertake. The Boards of the master association and Village sub-association may also approve special assessments to be levied on all owners to fund HOA-related special projects or budget shortfalls; notice of the special assessment and an explanation shall be mailed to owners prior to sending an invoice.

5.03 Fees Schedule: The Boards of the master association and Village sub-association have established a schedule of fees for late payments and other administrative transactions. (The current administrative fee schedule is available from the Managing Agent). Fees are due at the time of service. Late fees are due when applied.

5.04 Fines Schedule: The Boards of the master association and Village sub-association have adopted a schedule of fines. (The current fine schedule is available from the Managing Agent.) The Village Board may levy fines against an owner for violations of any of the Village HOA governing documents, these Rules & Regulations (except for Sections 2.01, 2.02, and 2.03), and other policies in accordance with the Oregon Planned Community Act. The Board of the master association may also levy fines against an owner for violations of any of the Skyliner Summit HOA governing documents, Sections 2.01, 2.02, and 2.03 of these Rules & Regulations, and other policies in accordance with the Oregon Planned Community Act. Fines are due within thirty (30) days after being levied or within fifteen (15) days after a hearing (if requested in writing and attended by the owner) where the relevant Board of Directors affirmed the fine.

5.05 Delinquencies: Assessments, fees, and fines become delinquent on the thirtieth (30th) day following the due date. A late fee is applied when a delinquency first occurs and in each subsequent month that the payment remains delinquent. Interest may also be assessed as a fee on overdue assessments, fees, and fines at a rate established in the fee schedule by the relevant Board.

5.06 Lien against Property: Assessments, fees, and fines shall constitute a personal obligation of the owner, and under Oregon law, constitute a lien upon the property of the owner when due, which lien may be foreclosed in a manner pursuant to the Oregon Planned Community Act. A Notice of Lien will be filed for all accounts that are ninety (90) days delinquent and have a balance due of \$200 or more, unless the relevant Board adopts a collections resolution which provides otherwise. All collection costs associated with the processing, preparation, recording, and satisfying of liens shall be paid by the owner. The first mortgage holder, if any, may be notified of any filing of a Notice of Lien.

5.07 Collection Costs: The owner shall be liable for all fees, costs, and expenses of any nature, in connection with the collection of any unpaid assessment, fee, or fine. Such collection costs include, but are not limited to, charges from attorneys, accountants, collection agencies, or the Managing Agent, whether related to alternative dispute resolution or administrative or judicial proceedings, and whether incurred by the master association or

Village sub-association. Collection costs become due when incurred by the association or sub-association. Once an account has gone to collections, neither the Board nor the Managing Agent can discuss the matter with the owner; all communications must be with the collections agency.

5.08 Crediting Payments: The master association and Village sub-association shall apply all partial payments by the owner to the owner's outstanding balance in the following order: 1) attorney and collection fees and costs; 2) late fees and interest; 3) fines; 4) fees; 5) special assessments; and 6) regular assessments, with payment being applied to the oldest balance first. Partial payment will not waive the right of the master association or Village sub-association to pursue full payment and/or enforce its CC&Rs, Bylaws, Rules & Regulations, or any other policies or procedures.

5.09 Enforcement Powers: The Managing Agent of the master association and Village sub-association is empowered to assess fees and levy fines based on the CC&Rs, Bylaws, Rules & Regulations, and any other policies adopted by the Boards in accordance with the approved schedule of fees and fines.

SECTION 6. FINES FOR COMPLIANCE VIOLATIONS

6.01 Procedures for Fines:

6.01.1 Written Notice: In the event of a compliance violation, the master association or Village sub-association, as appropriate, through the Managing Agent, shall provide the owner, resident, contractor, or other violator with written notice of: a) the violation; b) a demand to correct the violation within a specified time; and c) the applicable fine. If the violator is other than an owner, the owner shall also be notified at the address-of-record. Notification may be made on any day of the week, and demands for correction of a violation do not exclude weekends, holidays, or the absence or unavailability of the owner.

6.01.2 Written Warnings: A written warning may be issued for Tier-1 and Tier-2 fines (see below), providing a time-limited, but reasonable opportunity to correct the violation. No warnings shall be issued for Tier-3 violations and applicable fines.

6.01.3 Immediate Demand or Action by the Association: In a situation where there is an immediate threat to health, safety, or the environment, the master association or Village sub-association, as appropriate, shall demand that the owner rectify the situation immediately or may take direct action to rectify the situation immediately and without notice. Any costs incurred will be charged to the owner as a special assessment and the owner will still be fined if the incident involves a violation.

6.01.4 Hearings: Owners shall be entitled to request in writing, within fifteen (15) calendar days (including weekends and holidays) of receiving notice of a fine, a hearing before the relevant Board to appeal a fine for a violation. At the hearing, the owner may be represented by legal counsel and have a reasonable amount of time to introduce statements, evidence, and witnesses. The decision of the Board shall be final. A written record of the results of the hearing shall be maintained with the association's minutes. Failure to request a hearing in writing by the due date of the fine or to attend a scheduled hearing shall constitute agreement by the owner to pay the fine and forfeit any right to future appeals.

6.01.5 Continuing Violations: In the case of continuing or persistent violations following a written notice:

- a. A separate fine will be assessed for each day or instance of the violation, and
- b. The amount of the fine per day or instance may escalate, and
- c. The relevant Board may require the owner to post a bond or other form of security in order to ensure future compliance.
- d. For any such violation that cannot be corrected immediately, no further fines shall be levied for that violation after such time as the owner begins a good faith correction.

6.02 Violations of the CC&Rs, Bylaws, and Rules & Regulations: Specific fine amounts are established in the approved Schedule of Administrative Fees & Fines.

6.02.1 Tier-1 Fines: These are easily corrected and minor violations of rules, including, but not limited to initial parking infractions, having pets off-leash, leaving garbage cans out, disallowed signs, leaving play or sports items in the front yard, etc.

6.02.2 Tier-2 Fines: These are major violations of rules, such as recurring or continuing infractions and practices that affect other residents or the neighborhood as a whole, including, but not limited to misuse of the common area or creating a traffic hazard.

6.02.3 Tier-3 Fines: These are unsafe practices, nuisances, and permanent damage or alterations, including, but not limited to using illegal fireworks, damaging the common area, having an out-of-control pet injure someone, refusing to stop a boisterous party, or contributing to an accident due to a parking or construction infraction.

SECTION 7. ADOPTION AND APPROVAL

These Rules & Regulations for the Village at Skyliner Summit at Broken Top Homeowners' Association, are hereby adopted and approved this 23rd day of March, 2015 by the Village Board of Directors as authorized by the Village CC&Rs and Bylaws.

For the Village Board of Directors:

A handwritten signature in cursive script that reads "Mary Howard". The signature is written in black ink on a light-colored background.

Mary Howard, President, Village at Skyliner Summit at Broken Top HOA

These Rules & Regulations are hereby approved this 23rd day of March, 2015 by the master association Board of Directors as authorized by the Skyliner Summit CC&Rs and Bylaws.

For the Skyliner Summit Board of Directors:

A handwritten signature in cursive script that reads "Carrie Smith". The signature is written in black ink on a light-colored background.

Carrie Smith, President, Skyliner Summit at Broken Top HOA