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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR FORUM MEADOW SUBDIVISION**

DECLARANT FORUM SUBDIVISION LLC

FIRST AMERICAN TITLE

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR FORUM MEADOW SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS is made this 5TH day of MAY, 2006 by **Forum Subdivision LLC, ("Declarant")**, as owner of the real property located in the City of Bend, Deschutes County, Oregon, described in Exhibit A attached hereto.

RECITALS

The property described in Exhibit "A" is hereby subject to these Covenants, Conditions, and Restrictions and will be known as **Forum Meadow Subdivision**, Declarant has recorded the plat of **Forum Meadow Subdivision**, in the plat records of Deschutes County, Oregon. Additional areas may be annexed to Forum Meadow Subdivision in accordance with the provisions set forth in this Declaration.

Forum Meadow Subdivision is being developed as a planned residential community which does not have common area and is not subject to the Planned Communities Act at ORS 94.550 *et seq.* This Declaration is designed to impose restrictive covenants to provide uniform design, building and architectural standards. Except where this Declaration conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

NOW, THEREFORE, Declarant hereby declares that the property covered in the plat of **Forum Meadow Subdivision**, more particularly described in Exhibit A attached hereto shall be held, sold, and conveyed subject to the following easements, covenants, conditions, restrictions, and changes, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

Article 1

Definitions

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 **"Additional Property"** means any land, whether or not owned by Declarant, that is made subject to this Declaration as provided in Section 2.2 below.

1.2 **"Architectural Review Committee" or "the Committee"** means the committee appointed pursuant to Article 5 below.

1.3 **"Declarant"** means Forum Subdivision LLC, an Oregon limited liability company, and its successors and assigns if such successor or assignee should acquire Declarant's interest in the remainder of the proposed project site, or less than all of such property if a recorded instrument executed by Declarant assigns to the transferee all of Declarant's rights under this Declaration.

1.4 **"Design Guidelines"** means the guidelines adopted from time to time by the Architectural Review Committee pursuant to the provisions set forth herein.

1.5 **"Improvement"** means every structure or improvement of any kind, including, but not limited to, a fence, wall, driveway, swimming pool, storage shelter, mailbox and newspaper receptacles, landscaping or other product of construction efforts on or in respect to the Property.

1.6 **"Initial Property"** means the real property referred to in Section 2.1 below.

1.7 **"Living Unit"** means a building or a portion of a building located upon a Lot within the Property and designated for separate residential occupancy.

1.8 **"Lot"** means a platted or partitioned lot within the Property, with the exception of any lot marked on a plat of the Property as being common or open space or so designated in this Declaration or any declaration annexing such property to Forum Meadow Subdivision.

1.9 **"Mortgage"** means a mortgage or a trust deed, "mortgagee" means a mortgagee or a beneficiary of a trust deed, and "mortgagor" means a mortgagor or a grantor of a trust deed.

1.10 **"Owner"** means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a contract vendor or other person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.11 **"Public Areas"** means areas dedicated to the public or established for public use in any plat of the Property, or so designated in this Declaration or any declaration annexing such property to Forum Meadow Subdivision.

1.12 **"Sold"** means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

1.13 **"The Property"** means the property platted as Forum Meadow Subdivision as shown on the official plat map recorded in the records of Deschutes County.

1.14 **"This Declaration"** means all of the easements, covenants, restrictions and charges set forth in this instrument, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof, including the provisions of any supplemental declaration annexing property to Forum Meadow Subdivision.

Article 2

Property Subject to this Declaration

2.1 **Initial Property.** Declarant hereby declares that all of the real property described in Exhibit A is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2.2 **Annexation of Additional Property.** Declarant may from time to time and in its sole discretion annex to Forum Meadow Subdivision as Additional Property any real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to Forum Meadow Subdivision. The annexation of such Additional Property shall be accomplished as follows:

(a) The Owner or Owners of such real property shall record a declaration that shall be executed by or bear the approval of Declarant and shall, among other things, describe the real property to be annexed; establish land classifications for the Additional Property; establish any additional limitations, uses, restrictions, covenants and conditions that are intended to be applicable to such Additional Property; and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

(b) The Additional Property included in any such annexation shall thereby become a part of Forum Meadow Subdivision and subject to this Declaration, and the Declarant and the Association shall have and shall accept and exercise administration of this Declaration with respect to such property.

(c) Notwithstanding any provision apparently to the contrary, a declaration with respect to any Additional Property may:

(i) Establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect to such Additional Property as Declarant may deem to be appropriate for the development of the Additional Property.

(ii) With respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect to such property as Declarant may deem to be appropriate for the development of such Additional Property.

(d) There is no limitation on the number of Lots or Living Units that Declarant may create or annex to Forum Meadow Subdivision except as may be established by applicable ordinances of the City of Bend. Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by the City of Bend.

2.3 **Withdrawal of Property.** Property may be withdrawn from Forum Meadow Subdivision only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of the Initial Property or any Additional Property annexed pursuant to a declaration described in Section 2.2 above at any time prior to the sale of the first Lot in the plat of the Initial Property or, in the case of Additional Property, prior to the sale of the first Lot in

the property annexed by the supplemental declaration, subject to the prior approval of the City of Bend. Such withdrawal shall be by a declaration executed by Declarant and recorded in the deed records of Deschutes County, Oregon. If a portion of the Property is withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated. Such right of withdrawal shall not expire except upon sale of the first Lot within the applicable phase of the Property as described above.

Article 3

Property Rights in Lots

3.1 **Use and Occupancy.** The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and each Owner and Declarant shall comply with the restrictions contained herein, all other provisions of this Declaration and the provisions of any supplement or amendment to this Declaration.

3.2 **Easements Reserved.** In addition to any utility and drainage easements shown on any recorded plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Association:

(a) **Right of Entry.** Declarant, the Architectural Review Committee and any representative of the Association authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use and/or Improvements of such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

(b) **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, as shown on any recorded plat. Within the easements, the Architectural Review Committee will not permit any structure, planting or other material to be placed or permitted to remain on the easement area if such structure, planting, or other material may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible, and except Common Maintenance Areas, which will be maintained by the Association.

Article 4

General Use Restrictions

4.1 **Structures Permitted.** No structures shall be erected or permitted to remain on any Lot except structures containing a single detached Living Unit and structures normally accessory thereto, all of which shall have first been approved by the Architectural Review

Committee pursuant to the provisions set forth herein. Such provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, hot tub enclosure or structure for the storage of a boat and/or camping trailer for personal use, provided that the location of such structure is in conformity with the applicable regulations of the City of Bend is compatible in design and decoration with the dwelling structure constructed on such Lot, and has been approved by the Architectural Review Committee. No recreational vehicles that will not fit into a standard garage shall be stored on individual Lots.

4.2 Residential Use. Lots shall only be used for residential purposes. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any such Lot. The mere parking on a Lot of a vehicle bearing the name of a business shall not, in itself, constitute a violation of this provision. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Living Units; (b) the right of Declarant or any contractor or home builder to construct Living Units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Living Unit as a sales or rental office or model home for purposes of sales or rental in Forum Meadow Subdivision; and (c) the right of the Owner of a Lot to maintain his or her professional personal library, keep his or her personal business or professional records or accounts, handle his or her personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his or her Living Unit by appointment only.

4.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried out upon the Property, nor shall anything be done or placed on the Property that interferes with or jeopardizes the enjoyment of the Property, or that is a source of annoyance to Owners or occupants. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed. Owners and other occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, occupants, guests, or invitees, or directed at the managing agent, its agents or employees, or vendors.

4.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot other than a reasonable number of household pets that are not kept, bred or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of their respective Owners. No animal shall be permitted to roam the Property unattended, and each dog shall be kept under the control of his owner when not on his own Lot. Dog runs and doghouses shall be fully screened or fenced from view from any Lot, and shall not be visible from the street. All animals shall be controlled so as not to be a nuisance to any Owner. Any unrestrained or barking dog shall constitute a nuisance.

4.5 Maintenance of Structures. Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, exterior painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces,

walks, lights and perimeter fences and other exterior Improvements and glass surfaces. All repainting or re-staining, any change in type of roof or roof color and any exterior remodeling or changes shall be subject to prior review and approval by the Architectural Review Committee. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

4.6 **Maintenance of Landscape.** Each Owner shall keep all sidewalks, shrubs, trees, grass and plantings of every kind on the Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

4.7 **Parking.** Overnight parking of boats, trailers, motorcycles, commercial vehicles, mobile homes, campers or other recreational vehicles or equipment, regardless of weight, and overnight parking of any other vehicles with a gross vehicle weight in excess of 9,000 pounds shall not be allowed on any part of the Property or on private streets within the Property, excepting that recreational vehicles and trailers may be parked on public roads, excluding alleyways, for up to seventy-two (72) hours with permission of a Forum Meadow Subdivision homeowner. Such parking may not interfere with rights of way, street visual access, or safety. Vehicles may not be used for storage of materials for more than twenty-four (24) hours without approval from the Architectural Review Committee. Each Owner shall provide adequate off-street parking to the rear access driveway or in the garages of such Owner's Lot for parking of vehicles owned by such Owner and shall not park the Owner's vehicles on the front of any Lot or on adjacent roads or streets as a matter of course.

4.8 **Vehicles in Disrepair.** No Owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked on the Owner's Lot (unless screened from view) or any street for a period in excess of twenty-four (24) hours.

4.9 **Signs.** No signs shall be erected or maintained on any Lot except that not more than one sign for the temporary display of a "For Sale" sign on a lot, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be within the front-yard, or inside of a first floor, front, street facing window of a residential building structure. The placement of a "For Rent" or "For Lease" sign, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may only be displayed inside of a first floor, front, street facing window of a residential building structure. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any lot by the Owner or Occupant, or construction or marketing related signage by the Declarant or its contractors. No sign of any kind, other than Declarant's marketing signs or any Association signs for the common good of the community, which have been previously approved by the association, will be allowed on common areas.

4.10 **Rubbish and Trash.** No part of the Property shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view, except during garbage pickup days. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto Lots or streets.

4.11 **Construction.** The construction of a residence on the Property must begin within twelve (12) months of purchase of the Lot from the Declarant. The construction of any building

on any Lot, including painting and all exterior finish, shall be completed within nine (9) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to strikes, fires, national emergency or natural calamities, these construction provisions may be extended for a reasonable length of time upon approval from the Architectural Review Committee. The building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage can or other garbage disposal facility on the site during such period. Debris may not be deposited on any other Lot. All construction debris, stumps, trees, etc. must be periodically removed from each Lot by the builder or Owner, and such debris shall not be dumped in any area within the Property unless approved by the Architectural Review Committee. Until construction begins, all unimproved or unoccupied Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

4.12 **Landscape.** All landscaping (including front and rear yards and parking strips) shall be completed within six (6) months from the date of occupancy of the Living Unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon approval of the Architectural Review Committee. Landscape plans shall be submitted to the Architectural Review Committee for approval.

4.13 **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

4.14 **Fences, Hedges and Walls.** No fence, hedge, structure, wall, or retaining wall shall be constructed or exist anywhere on any Lot without prior approval of the Architectural Review Committee. No planting or structure obstructing vision at driveways or intersections shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved by the Architectural Review Committee due to topographic conditions of individual Lots are the sole and absolute responsibility of the individual Lot Owner and are to be aesthetically incorporated into the landscaping of the Lot and are not the responsibility of the Association. All fences must be constructed of beige vinyl. No fence shall be higher than 6 feet.

4.15 **Service Facilities.** Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. All telephone, power, natural gas, cable television and other communication lines shall be placed underground, except as otherwise mandated by local jurisdictions or public utility companies.

4.16 **Antennas and Satellite Dishes.** Exterior antennas, satellite receiver and transmission dishes and other communication devices shall not be permitted to be placed upon any Lot except in accordance with rules established by the Architectural Review Committee in accordance with the provisions set forth herein.

4.17 **Exterior Lighting or Noisemaking Devices.** Except with the consent of the Architectural Review Committee, no exterior lighting or noisemaking devices shall be installed

or maintained on any Lot, other than as originally installed by the builder of the home and security and fire alarms. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed within thirty (30) days after the celebrated holiday.

4.18 **Pest Control.** No Owner shall permit any thing or condition to exist upon any portion of the Property that will induce, breed or harbor infectious plant or animal diseases or noxious insects or vermin.

4.19 **Setback, Maximum Height and Minimum Yard Requirements.** Each Lot shall be subject to the setback, maximum height and minimum yard requirements set by the City of Bend, which may be modified by an approved variance by the City of Bend, and by the prior approval of the Architectural Review Committee. No Lot may be subdivided or partitioned, nor may its Lot lines be adjusted, without the approval of the City of Bend and the Architectural Review Committee.

4.20 **Grades, Slopes and Drainage.** Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Lot or Common Area without the prior approval of the Architectural Review Committee, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken that may damage or interfere with established slope ratios, create erosion or sliding problems, or obstruct, change the direction of, or retard the flow of water through drainage channels.

4.21 **Garages.** All Lots shall have a minimum floor area sufficient to accommodate two vehicles. All garage doors shall remain closed except to permit entrance and exit and in connection with outside activities. Garages shall be used primarily for parking of vehicles, and only secondarily for storage.

Article 5

Architectural Review Committee

5.1 **Architectural Review.** No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Review Committee. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (i) the size and dimensions of the Improvements, (ii) the exterior design; (iii) approximate exterior color scheme; (iv) location of Improvements on the Lot, including setbacks, driveway and parking areas; and (v) location of existing trees to be removed. These plans and specifications shall be left with the Committee until sixty (60) days after notice of completion has been received by the Committee. This is for the purpose of determining whether, after inspection by the Committee, the Improvement complies substantially with the plans and specifications that were submitted and approved. The Architectural Review Committee is not responsible for determining compliance with structural and building codes, solar ordinances,

zoning codes or any other governmental regulations, all of which are the responsibility of the applicant. The procedure and specific requirements for review and approval of construction may be set forth in Design Guidelines adopted from time to time by the Architectural Review Committee. The review of the front yard landscape plan may be done by separate application after home construction has begun. The Committee may charge a reasonable fee to cover the cost of processing an application. In all cases in which the Architectural Review Committee's consent is required by this Declaration, the provisions of this Article shall apply.

5.2 **Committee Decision.** The Architectural Review Committee shall render its decision with respect to a construction proposal within thirty (30) working days after it has received all material required by it with respect to the application. In the event the Committee fails to render its approval or disapproval within forty-five (45) working days after the Committee has received all material required by it with respect to the proposal, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

5.3 **Committee Discretion.** The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the Design Guidelines or design standards that the Committee intends for Forum Meadow Subdivision. It is the intent and purpose of this Declaration to ensure quality of workmanship and materials, to ensure harmony of external design with the existing Improvements and with respect to topography and finished grade elevations and to ensure compliance with the setback requirements contained in the conditions of approval of the City of Bend. Considerations such as siting, shape, size, color, design, materials, height, solar access, screening, impairment of the view from other Lots, or other effect on the enjoyment of other Lots or the Common Area, disturbance of existing terrain and vegetation, and any other factors that the Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposed work. Regulations on siting of television antennas and satellite receiving dishes shall be in conformance with any applicable Federal Communications Commission rules.

5.4 **Membership: Appointment and Removal.** The Architectural Review Committee shall consist of three members. Declarant may, at its discretion, remove any member of the Committee from office at any time and may appoint new or additional members at any time. In the event Declarant fails to appoint an Architectural Review Committee, the Owners shall assume responsibility for election of members of the Architectural Review Committee.

5.5 **Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

5.6 **Liability.** Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member of

the Committee, and the Association shall indemnify the Committee and its members therefrom, provided only that the member has, in accordance with the actual knowledge possessed by him or her, acted in good faith.

5.7 **Nonwaiver.** Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.8 **Effective Period of Consent.** The Architectural Review Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been substantially commenced in the judgment of the Architectural Review Committee and thereafter diligently pursued, or unless the Owner has applied for and received an extension of time from the Committee.

5.9 **Estoppel Certificate.** Within fifteen (15) working days after written request is delivered to the Architectural Review Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee shall provide such Owner with an estoppel certificate executed by a member of the Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration or (b) such Improvements do not so comply, in which event the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrancer, shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between Declarant, the Architectural Review Committee, the Association and all Owners, and such purchaser or mortgagee.

5.10 **Enforcement.** If during or after the construction the Architectural Review Committee finds that construction does not comply with the approved plans, the Committee may require conforming changes to be made or that construction be stopped. The cost of any required changes shall be borne by the Owner. The Committee shall have the power and authority to order any manner of changes or complete removal of any Improvement, alteration or other activity for which prior written approval from the Committee is required and has not been obtained or waived in writing. If an Owner fails to comply with an order of the Committee, then either the Architectural Review Committee or the Owners may enforce compliance in accordance with the procedures set forth herein.

5.11 **Minimum Design Limitations.**

In addition to any Design Guidelines as maybe adopted and amended by the ARC, the following are the minimum design limitations for all improvements within Forum Meadow Subdivision:

- (a) All residential dwellings shall have garages with a minimum floor area sufficient to accommodate two vehicles

- (b) All fences shall be constructed of beige vinyl material of a color consistent with that designated by the Architectural Review Committee.
- (c) All exterior home colors must be consistent with the color palette supplied by the Declarant.
- (d) All fascia board on any structure or improvement must be a minimum of 2 x 6.
- (e) All residential dwellings shall have a minimum roof pitch of 6:12.
- (f) All outbuildings must be approved by the architectural control committee.
- (g) All roofs shall be constructed of 30 year architectural composition roofing.
- (h) All Lots shall have front and rear yard landscaping including automated irrigation systems.
- (i) All outbuildings such as storage sheds shall be constructed of materials consistent with that of the residential structure.

In the event any Design Guidelines adopted by the ARC conflict with any of the above limitations, the design limitations of this document shall control.

Article 6

Enforcement

6.1 **Violation of General Protective Covenants.** In the event that any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or violates any provisions of this Declaration or the ARC Design Guidelines, then the Owners shall have the right to enforce the provisions by bringing suit or action against the offending Owner.

6.2 **Costs and Attorneys' Fees.** In the event any Owner shall bring any suit or action to enforce this Declaration or the ARC Design Guidelines, the Owner-defendant shall pay to the enforcing Owner all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy remedies.

6.3 **Nonexclusiveness and Accumulation of Remedies.** An election by any Owner to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted by law. The remedies provided in this

Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Owners.

Article 7

Dispute Resolution

7.1 Mediation.

(a) Except as otherwise provided in this section, before initiating litigation, arbitration or an administrative proceeding in which the Owners have an adversarial relationship, the party that intends to initiate litigation, arbitration or an administrative proceeding shall offer to use any dispute resolution program available within Deschutes County, Oregon, that is in substantial compliance with the standards and guidelines adopted under ORS 36.175. The written offer must be hand-delivered or mailed by certified mail, return receipt requested, to the address for the other party.

(b) If the party receiving the offer does not accept the offer within ten (10) days after receipt of the offer, such acceptance to be made by written notice, hand-delivered or mailed by certified mail, return receipt requested, to the address for the other party, the initiating party may commence the litigation, arbitration or administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address and telephone number of the body administering the dispute resolution program.

(c) If a qualified dispute resolution program exists within Deschutes County, Oregon and an offer to use the program is not made as required under paragraph (a) of this section, then litigation, arbitration or an administrative proceeding may be stayed for thirty (30) days upon a motion of the noninitiating party. If the litigation, arbitration or administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.

(d) Unless a stay has been granted under paragraph (c) of this section, if the dispute resolution process is not completed within thirty (30) days after receipt of the initial offer, the initiating party may commence litigation, arbitration or an administrative proceeding without regard to whether the dispute resolution is completed.

(e) Once made, the decision of the court, arbitrator or administrative body arising from litigation, arbitration or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.

(f) The requirements of this section do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation, arbitration or an administrative proceeding initiated to collect Assessments, other than Assessments attributable to fines.

7.2 Arbitration. Any claim, controversy, or dispute by or among Declarant (including members, officers, directors, shareholders and affiliates of Declarant), the

Architectural Review Committee, or one or more Owners, or any of them, arising out of or related to this Declaration, the ARC Design Guidelines, or the Property shall be first subject to mediation as described above or otherwise, and if not timely settled by mediation, resolved by arbitration in accordance with the provisions herein. The decisions and award of the arbitrator shall be final, binding and nonappealable. The arbitration shall be conducted in Bend, Oregon, or at such other location as may be agreed upon by the parties, pursuant to the arbitration statutes of the State of Oregon and any arbitration award may be enforced by any court with jurisdiction. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statute of limitations or for purposes of filing a notice of pending action ("lis pendens").

7.3 **Selection of Arbitrator.** The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. The arbitrator selected shall be neutral and unbiased, except to the extent the arbitrator's prior relationship with any party is fully disclosed and consented to by the other party or parties. If the parties are unable to agree upon the arbitrator within ten (10) days after a party's demand for arbitration, upon application of any party, the presiding judge of the Circuit Court of Deschutes County, Oregon shall designate the arbitrator.

7.4 **Consolidated Arbitration.** Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single, consolidated arbitration.

7.5 **Discovery.** The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in Deschutes County Circuit Court. The arbitrator shall have all of the authority of the court incidental to such discovery, including, without limitation, authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions including, without limitation, award against a party for failure to comply with any order.

7.6 **Evidence.** The parties to the arbitration may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary for an understanding and determination of the dispute. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of the parties, except when any of the parties is absent in default or has waived its right to be present.

7.7 **Costs and Attorneys' Fees.** The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the nonprevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of this Declaration or the ARC Design Guidelines to obtain a judicial construction of any provision of this Declaration or the ARC Design Guidelines; to rescind this Declaration; or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute as the court or arbitrator may adjudge

reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred before and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).

7.8 **Survival.** The mediation and arbitration agreement set forth in this Article 7 shall survive the transfer by any party of its interest or involvement in the Property and any Lot therein and shall survive the termination of this Declaration.

Article 8

Amendment And Repeal

8.1 **How Proposed.** Amendments to or repeal of this Declaration shall be proposed by Owners holding thirty percent (30%) or more of the voting rights. The proposed amendment or repeal must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment or repeal.

8.2 **Approval Required.** This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners representing not less than seventy-five percent (75%) of the Lots, based upon one vote for each such Lot, together with the written consent of the Declarant so long as the Declarant still owns property in the subdivision. In no event shall an amendment under this section create, limit or diminish special Declarant rights without Declarant's written consent or change the boundaries of any Lot or any uses to which any Lot is restricted under this Declaration or change the method of determining voting rights of any Lot unless the Owners of the affected Lots unanimously consent to the amendment. Declarant may not amend this Declaration to increase the scope of special Declarant rights reserved in this Declaration after the sale of the first Lot unless Owners representing seventy-five percent (75%) of the total vote, other than Declarant, agree to the amendment.

8.3 **Recordation.** Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Deschutes County, Oregon of a certificate of a representative of the Owners setting forth in full the amendment, amendments or repeal so approved and certifying that such amendment, amendments or repeal have been approved in the manner required by this Declaration.

Article 9

Miscellaneous Provisions

9.1 **Lessees and Other Invitees.** Lessees, employees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself or herself.

9.2 **Nonwaiver.** Failure by the ARC or any Owner to enforce any covenant or restriction contained in this Declaration or the ARC Design Guidelines shall in no event be deemed a waiver of the right to do so thereafter.

9.3 **Construction; Severability; Number; Captions.** This Declaration shall be liberally construed as an entire document to accomplish the purposes hereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used in this Declaration, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

9.4 **Private Agreement.** This Declaration and the covenants and agreements contained herein constitute a private agreement among the Owners of Lots in Forum Meadow Subdivision. This Declaration does not restrict the City of Bend's authority to adopt or amend its development regulations. There may be conflicting requirements between this Declaration and regulations of the City of Bend. The City of Bend will limit its review of a development application to the requirements of its regulations. It is the duty of every person engaged in development or remodeling of a Lot and/or Improvement in Forum Meadow Subdivision to know the requirements of this Declaration and the covenants and agreements contained herein. In the event there is a conflict between a regulation of the City of Bend and this Declaration, any question regarding which provision controls shall be directed to the Architectural Review Committee. The City of Bend will not be liable for any approvals or permits that are granted in compliance with the regulations of the City of Bend, the State of Oregon or any other jurisdiction, but that are not in compliance with this Declaration. Declarant and/or the Architectural Review Committee will not be liable for any approvals that are granted in compliance with this Declaration, but that are not in compliance with the regulations of the City of Bend, the State of Oregon or any other jurisdiction.

DECLARANT:

Forum Subdivision LLC. an Oregon Limited Liability
Company

By *William J. Walton III*
William J. Walton III, Managing Member

STATE OF OREGON)
)ss.
County of)

The foregoing instrument was acknowledged before me this 5 day of
May, 2006, by William J. Walton III, Member of Forum Subdivision LLC,
an Oregon limited liability company on its behalf.



Cheryl J. Scott
Notary Public for Oregon
My commission expires: 8-7-2006