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I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Nancy Blankenship - County Clerk	

After recording return to:

Attn: Garrett Chrostek
 Bryant, Lovlien & Jarvis, P.C.
 591 SW Mill View Way
 Bend, Oregon 97702

**DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR
 GRAND PEAKS AT SISTERS**

This Declaration of Covenants, Conditions, and Restrictions for Grand Peaks at Sisters (the "Declaration"), effective on its recording in Deschutes County, Oregon, is made and executed by Grand Peaks at Sisters, LLC, an Oregon limited liability company (the "Declarant").

- A. Declarant is the owner of certain real property located in Deschutes County, Oregon, described on Exhibit A attached hereto and incorporated herein by reference (the "Property");
- B. Declarant desires to create a Class I planned community known as Grand Peaks at Sisters on the Property and on such other land as may be added thereto pursuant to the terms and provisions of this Declaration.

NOW THEREFORE, the Declarant declares that the Property shall be held, sold, hypothecated, and conveyed subject to the covenants, conditions, and restrictions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot (as defined below), each Common Area (as defined below) and all other portions of the Property. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner (as defined below).

**ARTICLE 1
 DEFINITIONS**

Except as defined elsewhere herein, the terms set forth below shall have the following meanings for purposes of this Declaration:

- (a) "Act" means the Oregon Planned Community Act, ORS 94.550 to 94.783, as may be amended from time to time.
- (b) "ARC" shall mean the Architectural Review Committee established to review alterations and improvements to the Lots pursuant to Article 4.
- (c) "ARC Rules and Guidelines" shall mean review procedures, architectural guidelines, and rules and regulations broadly governing the appearance, construction, and function of structures and improvements on the Lots as the ARC may adopt from time to time.

(d) "Association" means the non-profit association to be formed by the Declarant pursuant to Article 5 to manage the affairs of the Community.

(e) "Board" shall mean the board of directors of the Association.

(f) "Bylaws" shall mean the bylaws of the Association as amended from time to time.

(g) "Common Area" shall refer to "Tract A" and "Tract F" as shown on the Plat, "Tract G" and "Tract H" as shown on the Phase II Plat, and any other areas dedicated as such in any supplemental declaration shall be deemed "Common Area" and shall be owned and managed by the Association for the benefit of the Owners. The costs to maintain and improve the Common Areas shall be a common expense of the Owners. All Owners shall hold a non-exclusive perpetual easement, appurtenant to their Lot, to use the Common Areas for the purposes for which the particular Common Area is dedicated. Notwithstanding the easement rights of the Owners, the Association may modify the Common Areas, and any improvements thereon, and may lease, license, encumber, or convey the Common Areas in accordance with the Act.

(h) "Community" means the planned community established by this Declaration, which shall include the Property, any lawful division thereof, and any real property subsequently subject to this Declaration by annexation.

(i) "Community Laws" shall mean this Declaration, the Bylaws, and any rules and regulations promulgated by the Board.

(j) "Current Operating Account" shall have the meaning assigned to such term in Section 7.11.

(k) "Declarant" shall have the meaning assigned to such term in the preamble. Each use of the term "Declarant" herein shall include any successor declarant.

(l) "Declaration" shall have the meaning assigned to such term in the preamble.

(m) "Improvements" shall include, but not be limited to, any buildings, outbuildings, driveways, fences, utilities, screen walls, barriers, retaining walls and stairs, decks, patios, hedges, windbreaks, plantings (including trees and shrubs), signs, storage areas, hot tubs, spas, pools, and all other structures as well as exterior landscaping, vegetation, or ground cover of every type and every kind, and any alterations or additions thereof, in and above the land surface.

(n) "Easement" shall refer to the easement for use of the Common Areas established in Section 2.4.

(o) "Lot" shall refer to those individual units of land within the Community, which may be independently owned and developed with a dwelling unit.

(p) "Mortgagee" shall mean the first mortgagee or first beneficiary under a mortgage or first deed of trust against any Lots, or the vendor under a land sale contract in respect to such Lots.

(q) "Occupant" shall mean the occupant of any Lot, whether the Owner, lessee, or any other person authorized by the Owner to occupy the Lot.

(r) "Owner" shall mean the then current owner of Record for a particular Lot.

(s) "Owner Parties" shall mean the agents, contractors, guests, lessees, invitees, and representatives of a particular Owner.

(t) "Plat" shall refer to the subdivision plat of Grand Peaks at Sisters, City of Sisters, Deschutes County, Oregon, recorded on February 14, 2018, as Document No. 2018-05999 in the Deschutes County Official Records; a copy of which is attached hereto and incorporated herein as Exhibit B.

(u) "Phase II Plat" shall refer to the subdivision plat of Grand Peaks at Sisters, Phase 2, City of Sisters, Deschutes County, Oregon, recorded July 10, 2018, as Document No. 2018-28207 in the Deschutes County Official Records; a copy of which is attached hereto and incorporated herein as Exhibit C.

(v) "Private Alley" shall mean the 22-foot private reciprocal access and private drainage easement depicted on the Plat, as adjusted from time to time, and all improvements therein.

(w) "Property" shall have the meaning assigned to such term in Recital A.

(z) "Record" means the official records of Deschutes County, Oregon.

(y) "Reserve Account" shall have the meaning assigned to such term in Section 7.11.

(z) "Transitional Advisory Committee" shall refer to the advisory committee formed pursuant to Section 5.8 to facilitate the turnover of administrative control of the Association from Declarant to the Owners.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

2.1 Declaration. Declarant declares that the Property, any lawful division thereof, and any real property subsequently subject to this Declaration by annexation will be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, and restrictions contained in this Declaration, which run with the land, which will be binding on all parties having or acquiring any right, title, or interest in the Community, and which will inure to the benefit of all the Owners. Except where this Declaration conflicts with applicable laws and regulations, this Declaration will be binding upon the Owners subject to this Declaration.

2.2 Planned Community. The Community is established as a Class I planned community pursuant to the Act. This Declaration is intended to be consistent with the Act. Any inconsistent provisions in this Declaration shall give way to a construction that is consistent with the Act. Unless expressly defined in this Declaration, undefined terms shall take the definition assigned to such term in the Act, the Oregon Revised Statutes, or common usage, in this order.

2.3 Ownerships. Title to each Lot within the Community will be conveyed in fee simple to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and entities will together constitute one Owner, shall exercise any rights of such Owner jointly, and shall be jointly and severally liable for all obligations and liabilities of such Owner. The Lots are subject to the easements and rights-of-way shown on the Plat, Phase II Plat, or otherwise of record.

2.4 Easement. Declarant hereby declares and establishes a perpetual non-exclusive easement for the benefit of each Lot for the use of the Common Areas. The Common Areas may be used by the Owners and their respective Owner Parties for any purpose permitted under the Community Laws. The Easement shall be appurtenant to each Lot and shall run with the land but shall not otherwise be assignable. Each Owner shall indemnify (including, without limitation, attorney fees and costs), defend (with counsel suitable to the indemnified party), and hold harmless Declarant, the Association, and the other Owners from any loss, claim, liability, injury, damages, or other expense arising from or related to: (i) use of the Easement by the indemnifying Owner or its Owner Parties, or (ii) breach of any term, condition, or rule governing use of the Easement by the Owner or its Owner Parties. The Board may adopt further rules and regulations governing use of the Easement. Notwithstanding anything herein to the contrary, the Board may modify or alter the land subject to the Easement, and any improvements therein, without the consent of the Owners.

2.5 Declarant's Reserved Easements. Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself, and its successors and assigns, a nonexclusive, perpetual right, privilege, and easement with respect to the Community for the benefit of Declarant, its successors and assigns, over, under, in, and/or on the Private Alley and the Common Areas, without obligation and without charge to Declarant, for the purposes of ingress, egress, construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment, and/or otherwise dealing with the Community and any other Lots now owned or which may in the future be owned by Declarant.

2.6 Private Alley. The Private Alley may be used by the Owners and their respective Owner Parties for vehicular and pedestrian access. The Association shall be responsible for maintenance of the Private Alley, including snow removal. Each Owner shall indemnify (including, without limitation, attorney fees and costs), defend (with counsel suitable to the indemnified party), and hold harmless Declarant, the Association, and the other Owners from any loss, claim, liability, injury, damages, or other expense arising from or related to: (i) use of the Private Alley by the indemnifying Owner or its Owner Parties, or (ii) breach of any term, condition, or rule governing use of the Private Alley by the Owner or its Owner Parties. The Board may adopt further rules and regulations governing use of the Private Alley. Notwithstanding anything herein to the contrary, the Board may modify or alter the land subject to the Private Alley, and any improvements therein, without the consent of the Owners.

2.7 Annexation. Declarant reserves the right to annex any property adjoining the Community then owned or controlled by the Declarant into the Community. Such annexed property shall be for residential purposes. Declarant may create an unlimited number of Lots from such annexed property and there is no restriction on Declarant's ability to create Common Areas or Improvements that will be a common expense of the Owners from the annexed property.

2.8 Declarant Improvements. Declarant has installed and/or is permitted to install water, sewer, and street facilities as necessary to service the Community as determined by the Declarant in its sole discretion. Declarant does not choose to limit Declarant's right to add Improvements not described in this Declaration but does not commit or obligate itself to constructing any further Improvements.

ARTICLE 3 RESTRICTIONS ON USE

3.1 Residential Use. Lots will only be used for residential purposes. No trade, craft, business, profession, commercial, or similar activity of any kind that draws customers, clients, employees, or other persons to the Community will be conducted on any Lot, no advertising will be maintained on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business will be kept or stored on any Lot. Nothing in this Section 3.1 will be deemed to prohibit: (a) the right of Owners to park within the Community and drive back and forth to Owner's place of employment, a car owned by Owner's employer or advertising its employer; (b) activities relating to the sale of residences; (c) the right of Declarant or any contractor or home builder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, advertise property for sale, and to use any residence as a sales office or model home for purposes of sales within the Community; (d) the right of an Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner's residence; or (e) hold "garage sales"; provided such garage sales occur no more than once per year for a particular Lot, for no more than two (2) consecutive days, and are operated between 9 a.m. to 7 p.m.

3.2 Nuisances and Illegal Acts. No noxious, harmful, offensive, or illegal activities will be carried out on any Lot, nor will anything be done or placed on any Lot that interferes with or jeopardizes the use or enjoyment of other Owners or the occupants of other Lots with the Community.

3.3 Animals. A maximum of two (2) domestic animals, which are not kept, bred, or raised for commercial purposes, are not identified as a dangerous animal for purposes of any state or local law, and that are reasonably controlled so as not to be a nuisance, may be permitted within any Lot. Owners whose pets cause any inconvenience or unpleasantness to other Owners will take all reasonable steps to prevent recurrence of such inconvenience or unpleasantness, and Owners whose pets damage other Owners' Lots or property, or any Common Areas, will reimburse such other Owners for reasonable costs actually incurred by such other Owners in repairing such damage. An Owner will ensure that such Owner's dog is leashed when outside of such Owner's Lot but within the Community. The Board may establish rules and regulations to further govern the keeping of animals within the Community.

3.4 Signs. No signs will be erected or maintained on any Lot, including "For Sale" and "For Rent" signs. The restrictions contained in this Section 3.4 shall not prohibit the temporary placement of "election signs" signs on any Lot by the Owner or occupant of such Lot; provided, however, election signs shall not be displayed more than one month prior to, and will be removed within three (3) days immediately following, the election to which the election sign pertains. Notwithstanding any provision of this Section 3.4, there shall be no restrictions on signs erected or maintained by the Declarant prior to the turnover meeting described in Section 5.7 below.

3.5 Parking. Boats, trailers, motor homes, truck-campers and similar oversized vehicles and equipment may not be parked on any roadway or alley within or adjacent to the Community or on any Lot within the Community for a period exceeding eight (8) hours, unless the vehicle or equipment is parked in an enclosed garage. Parking of commercial vehicles including, without

limitation, semi-trucks, taxis, work vans, and any other vehicle advertising a business or available for hire, is only permitted in accordance with rules promulgated by the Association.

3.6 Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair, or that is not currently licensed, to be abandoned or to remain parked on any roadway within or adjacent to the Community for any period of time beyond that necessary for the vehicle to be towed away. Vehicles in a state of disrepair are not permitted on any Lot within the Community for a period in excess of forty-eight (48) hours unless enclosed within a garage. A vehicle shall be deemed in a "state of disrepair" when it is inoperable or exhibits substantial body damage. If an Owner fails to remove such vehicle within five (5) days following the date on which the Association mails or delivers to such Owner a notice directing such removal, the Association may have the vehicle removed and assess the responsible Owner for reasonable expenses incurred.

3.7 Rubbish and Trash. No Lot will be used as a dumping ground for rubbish, trash, or other debris. All garbage or other waste will be kept in appropriate sanitary containers for proper disposal and out of public view. Except on trash pick-up day, trash (and recycling) totes shall be kept out of street view, either inside Owner's garage, or alongside the garage.

3.8 Temporary Structures. No structure of a temporary character or any trailer, tent, shack, garage, barn, or other outbuilding will be installed or used on any Lot or on any Common Area, either temporarily or permanently.

3.9 Rentals. An Owner may rent or lease such Owner's Lot or a portion thereof, provided that the Owner and the tenant enter into a written rental or lease agreement specifying that: (a) the tenant shall be subject to all provisions of the Community Laws; (b) a failure to comply with any provision of the Community Laws shall constitute a default under the rental or lease agreement; (c) the period of the rental or lease is not less than thirty (30) days; and (d) a copy of the Community Laws are attached. Each Owner shall be jointly and severally liable for all violations of the Community Laws committed by its tenants.

3.10 Lighting. Outdoor and security lighting installed on Lots shall not shine directly into neighboring yards/residences or onto any roadways. All outdoor lighting shall be shielded and pointed downward.

3.11 Fencing. No fencing or similar barriers shall be erected within the Community except for (i) side-yard fencing that is approved by the Board and follows the design and material selection required by the ARC; and (ii) fencing around the perimeter of the Community. To the extent such perimeter fencing is located on or adjacent to a Lot, each Lot owner grants an easement to the Declarant and the Association for the installation, maintenance, repair, and replacement of the perimeter fencing, which shall include reasonable access for contractors and other persons to perform such installation, maintenance, repair, and replacement of the perimeter fencing.

3.12 Land Divisions. No Lot, Common Area, or other land within the Community may be partitioned or reconfigured without the prior written consent of the Board after Declarant has turned administrative control of the Community over to the Association. The Board may withhold such consent in its sole discretion thereafter.

ARTICLE 4
ARCHITECTURAL REVIEW COMMITTEE

4.1 Architectural Controls. At its discretion, the Board may form an ARC consisting of three (3) persons appointed, terminated, and replaced from time to time by the Board, or the Board, at any time, may elect to serve as the ARC. If no ARC is appointed, the Board shall serve as the ARC. The ARC members are limited to Owners, with the option for the ARC to consult with an outside architect or engineer as necessary. The purpose of the ARC is to enforce the architectural and design standards of the Community and to approve or deny plans for Improvements proposed to be constructed within the Community. No Improvement may be built or maintained within the Community unless approved by the ARC. The following provisions will apply with respect to the ARC:

(a) A simple majority of the members of the ARC shall have the power to act on behalf of the ARC without the necessity of a special meeting and without the necessity of consulting the remaining members of the ARC.

(b) The ARC must request from the Board the authority to delegate its duties to, or retain the services of, a professional architect, designer, engineer, or other person of comparable qualification to assist in the performance of the duties of the ARC. The costs of any professional engaged by the ARC will be borne by the Owner submitting plans for review by the ARC; provided the Owner is made aware of the potential costs and agrees to them.

(c) The Board has authority to adopt and amend, from time to time in its sole discretion, the ARC Rules and Guidelines. The ARC Rules and Guidelines may include standards related to the materials and colors employed as part of any Improvement. The construction, alteration, repair, or removal of any Improvement on the Property must adhere to the ARC Rules and Guidelines; and plans for construction, repair, or removal of the same must be approved in writing by the ARC prior to commencement of any work.

(d) No individual member of the ARC will have any personal liability to any Owner or other person for the acts or omissions of the ARC, so long as such acts or omissions were committed in good faith and without malice.

(e) Any review and approval made by the ARC is limited to compliance with the ARC Rules and Guidelines, and does not supersede or substitute for any review, approval, or permit required by any governmental authority. Owner and its builder are responsible for complying with all applicable laws, regulations, codes, and standards.

(f) The ARC may condition approval of any Improvement, including establishing conditions on the timing and manner of installing or constructing the Improvement.

4.3 Landscaping. Each Owner other than Declarant shall obtain the ARC's prior approval of all landscaping plans before commencing installation of any landscaping. Landscaping shall commence within sixty (60) days after final building inspection by the local government jurisdiction and shall be completed for all portions of the Lot within six (6) months after such inspection or within the time prescribed by any development approval, whichever is sooner. Owners shall irrigate their entire Lot to keep lawns green and other landscaping fresh.

ARTICLE 5 ASSOCIATION

5.1 Formation. Prior to selling the first Lot in the Community to a third-party other than a successor declarant, Declarant shall establish the Association as a non-profit homeowner's association with members. The Association shall be governed by the Board and shall be charged with managing the affairs of the Community, including maintenance of the Private Alley, as specified in Section 2.6, and the Common Areas.

5.2 Association Powers and Obligations. The Association shall have, exercise, and perform all of the following powers, duties, and obligations:

- (a) The powers, duties, and obligations granted to the Association by this Declaration.
- (b) The powers, duties and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon and of a homeowner's association of a planned community pursuant to the Act, as either or both may be amended from time to time.
- (c) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Community.
- (d) The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws made in accordance with such instruments, and with the nonprofit corporation laws of the State of Oregon.

5.3 Membership. Every Owner of a fee simple or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast per Lot.

5.4 Voting Rights. Each Lot within the Community shall be allocated one (1) vote, including those owned by Declarant. When more than one (1) person and/or entity holds an interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

5.5 Bylaws. The Association shall adopt bylaws, which shall be recorded in the Record.

5.6 Declarant Control. Notwithstanding any membership or voting rights afforded to the Owners, Declarant shall have plenary control over the Association until the turnover meeting. Declarant shall call the turnover meeting within ninety (90) days of: (i) conveyance of seventy-five percent (75%) of the Lots to someone other than Declarant or a successor declarant, or (ii)

upon Declarant's voluntary election to turn over control of the Association to the Owners, whichever occurs first.

5.7 Turnover Meeting. Upon the termination of Declarant's control over the Association, Declarant shall call a turnover meeting pursuant to and consistent with the Act. If the Declarant does not call a meeting required by the Act within the required time, the Transitional Advisory Committee or any Owner may call a meeting and give notice as required by the Act. At the turnover meeting, directors appointed by the Declarant shall resign and their successors shall be elected by the Owners as provided in this Declaration and the Bylaws.

5.8 Transitional Advisory Committee. Unless the turnover meeting has already been held, Declarant shall call a meeting of the Owners for the purpose of forming a Transitional Advisory Committee. The meeting shall be called within sixty (60) days after the date Declarant conveys fifty percent (50%) or more of the Lots then existing in the Community to Owners other than a successor declarant. The committee shall consist of two (2) or more Owners elected by the Owners other than Declarant and not more than one (1) representative of Declarant. The members shall serve until the turnover meeting. The Transitional Advisory Committee shall be advisory only and its purpose shall be to enable ease of transition from administrative control of the Association by Declarant to control by the Owners. The committee shall have access to any information, documents, and records that Declarant must turn over to the Owners at the time of the turnover meeting. If Declarant fails to call the meeting to elect a Transitional Advisory Committee within the time specified, the meeting may be called and notice given by any Owner. If the Owners fail to elect a Transitional Advisory Committee at the meeting called for such purpose, Declarant shall have no further obligation to form the committee.

5.9 General Records. The Association and the managing agent or manager, if any, shall preserve and maintain minutes of the meetings of the Association, the Board, and any Board committees as required by the Act. The Board shall maintain a list of Owners entitled to vote at meetings of the Association. The minutes of the Association, the Board, and Board committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies. Proxies and ballots must be retained by the Association for one (1) year from the date of determination of the vote.

5.10 Liability. Neither the Association nor any officer or member of its Board, including the Declarant, shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers, or any member of its Board, provided only that the officer or Board member has acted in good faith in accordance with the actual knowledge possessed by him or her. To the maximum extent permitted by law, the Association shall indemnify every officer and director, including the Declarant, against any and all expenses, including, without limitation, attorney fees and other legal costs, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer and/or director.

ARTICLE 6 AFFIRMATIVE COVENANTS

6.1 Maintenance of Lots. To the extent such maintenance and repair is not the obligation of the Association, each Owner will maintain and repair such Owner's Lot and all Improvements thereon in a clean and attractive condition at such Owner's sole expense. This shall include

maintaining all landscaping, replacing dead plants, grasses, shrubs, etc., and promptly removing weeds and/or other unsightly growth. An Owner may not create or maintain any condition on its Lots that presents a risk to the health, safety, or welfare of persons or property within the Community or that would otherwise unreasonably increase the maintenance costs of the Association.

6.2 Right of Maintenance and Entry by Association. If an Owner fails to perform any obligation that such Owner is obligated to perform pursuant to this Declaration, and if the Board determines that such obligation is necessary to preserve the attractiveness, quality, nature, and/or value of the Community, and after providing notice, the Board may perform such obligation and may enter any such Lot for such purpose. Subject to Section 9.1, the Owner of each Lot grants the Association an easement over its Lot to allow the Association to exercise its rights under this Section 6.2. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than 48 hours, except in emergency situations. Costs incurred under this Section 6.2 may be assessed against the Owner.

6.3 Insurance. Nothing shall be done or kept in any Lot or Common Area that will increase the cost of insurance for the Lots or Common Areas. No Owner shall permit anything to be done or kept on his or her Lot or in the Common Areas that will result in cancellation of insurance on any Lot or any part of the Common Areas.

6.4 Damage by Owner. Any damage to Common Areas or improvements within the Private Alley attributable to an Owner, with each Owner responsible for the actions of its Owner Parties for all purposes under this Declaration, shall be the sole responsibility of the Owner. If not restored to its pre-damaged condition within thirty (30) days of notice from the Association, or such extended time as may be granted by the Association, the Association may take corrective actions and levy assessments as appropriate. Vehicular damage to driveway approaches and curbs for a particular Lot are expressly subject to this Section 6.4.

ARTICLE 7 ASSESSMENTS

7.1 Authority. The Association may levy assessments to cover expenses of the Association, other expenses that are a common obligation of the Owners, and for any other purpose identified in this Declaration. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Community and the Owners.

7.2 Creation of Assessments. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot or Owner which are established pursuant to the terms of this Declaration and reasonable fines as may be imposed and determined by the Board. All such assessments, together with late charges, interest not to exceed the maximum legal rate, costs, and reasonable attorney fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. No Owner may avoid liability for assessments by nonuse or abandonment of the Private Alley, the Common Areas, or its Lot. The Association is specifically authorized to enter into subsidy contracts with the Declarant (or other entities) for "in kind" contributions of services, materials, or a combination of services and materials for payment of common expenses.

7.3 Computation of Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year or at such other time as determined by the Board. The budget and the assessment shall become effective unless disapproved at a meeting by two-thirds (2/3) of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproved the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Each Lot shall be liable for the common expenses in equal shares based on the total number of Lots in the Community.

7.4 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Lot does not exceed Five Hundred Dollars (\$500.00) in any one fiscal year, the Association may impose the special assessment without a vote of the membership. Special assessments shall be paid as determined by the Association, and the Association may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. No special assessment may be imposed that does not reasonably distribute the expenses to the responsible/benefiting Lots. If only a subset of the Owners will be subject to special assessments, or if the amount of the special assessments will not otherwise be uniform amongst the Owners, the Board must apprise such affected Owners of their proportional share in advance of imposing the assessment. Notwithstanding anything to the contrary contained herein, no lawsuit shall be filed by the Association with an anticipated or actual cost to the Association in excess of Ten Thousand Dollars (\$10,000.00), and no special assessment shall be imposed for such a lawsuit, unless the lawsuit and corresponding special assessment is supported by eighty percent (80%) of the Owners.

7.5 Liens for Assessments. All sums assessed against any Owner or Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney fees, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for: (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage or on any mortgage to Declarant duly recorded in the Record, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded in the Record shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

7.6 Effect of Non-payment of Assessments; Remedies of the Association. Any assessment, fine, or other charge not paid when due shall be delinquent. Any amount delinquent for a period of more than thirty (30) days shall incur a late charge equal to five percent (5%) of the amount due. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the amount owed is not paid within thirty (30) days from notice of delinquency, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest not to exceed the maximum legal rate on the principal amount due, all late charges from the date first due and

payable, all costs of collection, recording fees, reasonable attorney fees, and any other amounts provided or permitted by law. In the event that the amount owed remains unpaid after sixty (60) days from notice of delinquency, the Association may institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Section 7.6 shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot.

All payments shall be applied first to costs and attorney fees, then to late charges, then to interest, then to principal, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of the suit in the order they come due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of the suit in the order they come due.

7.7 Subordination of the Lien to First Deeds of Trust and First Mortgages. The lien, including interest, late charges, costs (including attorney fees) provided for in this Declaration shall be subordinate to the lien of any first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessment thereafter becoming due. Where the mortgagee of a first mortgage of record or other purchaser of a Lot obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the Lots, including such acquirer or his or her successors and assigns.

7.8 Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date in which the Lot is conveyed to a person other than the Declarant or a Declarant-related entity. The first annual, special, and/or specific assessments, if any, levied on each Lot shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.

7.9 Deferral of Reserve Portion of Assessments. After the commencement of assessment payments as to any Lot, Declarant may defer the payment of the reserve portion of the assessment for a particular Lot subject to assessment until the date the Lot is conveyed to a party other than Declarant or a successor declarant. However, Declarant may not defer payment of accrued assessments for reserves beyond the date of the turnover meeting or, if a turnover meeting is not held, the date the Owners assume administrative control of the Association. Declarant must retain records of deferred assessments and otherwise comply with the Act.

7.10 Assessment Roll. The Association and the managing agent or manager, if any, shall maintain the assessment roll in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and address of the Owner or Owners, the amount of each assessment against the Owner, the dates on which and the amounts in which the assessment comes due, the amount paid upon the account, and the balance due on the assessments.

7.11 Accounts. Assessments collected by the Association shall be deposited into at least two separate accounts with a bank, which accounts shall be clearly designated as (a) the "Current Operating Account", and (b) the "Reserve Account." The Association shall deposit those portions of the assessments collected for current maintenance and operation into the Current Operating Account and shall deposit those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Withdrawal of funds for the Association's Reserve Account shall require the signatures of either two directors or, in the absence of two directors, one director and an officer of the Association who is not a director.

7.12 Reserve Account. Upon forming the Association, Declarant shall establish a Reserve Account in the name of the Association, which shall be kept separate from all other funds held by the Association. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair, or replacement of Common Areas and the Private Alley that normally require replacement, in whole or in part, at intervals between one (1) to thirty (30) years and not for regular or periodic maintenance and expenses. No funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes. Loans from the Reserve Account may be approved only as allowed by law.

7.13 Reserve Study. Declarant shall conduct an initial reserve study and the Board shall annually conduct a reserve study or review and update an existing study to determine the reserve account requirements. The reserve account need not include items that could reasonably be funded from operating assessments.

A reserve study shall include:

- (a) Identification of all items for which reserves are required to be established;
- (b) The estimated remaining useful life of each item as of the date of the reserve study; and
- (c) The estimated cost of maintenance, repair, or replacement of each item at the end of its useful life.

7.14 Maintenance Plan. The Board shall prepare, and annually review and revise as necessary, a maintenance plan for the maintenance, repair, and replacement of all items for which the Association has maintenance, repair, or replacement responsibility under the Declaration, Bylaws, or the Act. The maintenance plan shall:

- (a) Describe the maintenance, repair, and replacement to be conducted;
- (b) Include a schedule for the maintenance, repair, and replacement;
- (c) Be appropriate for the size and complexity of the maintenance, repair, and replacement responsibility of the Association; and
- (d) Address issues that include, but are not limited to, warranties and the useful life of the items for which the Association has maintenance, repair, and replacement responsibility.

ARTICLE 8 DISPUTE RESOLUTION

8.1 Disputes. The following provisions of this Section 8.1 shall apply to any claim, controversy or dispute by or among Declarant (including members, officers, directors, shareholders and affiliates of Declarant), the Association, the manager or one or more Owners, or any of them, arising out of or related to the Community Laws:

(a) Mediation.

(i) Except as otherwise provided in this Section 8.1, before initiating litigation, arbitration, or an administrative proceeding in which the Association and an Owner 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 contained in the records of the Association for the other party.

(ii) 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 to 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.

(iii) 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 (i) of this Section 8.1(a), then litigation, arbitration, or an administrative proceeding may be stayed for thirty (30) days upon a motion of the non-initiating party. If the litigation, arbitration, or administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.

(iv) Unless a stay has been granted under paragraph (iii) of this Section 8.1(a), 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.

(v) 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.

(vi) The requirements of this Section 8.1(a) 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.

(b) Arbitration.

(i) Any claim, controversy, or dispute by or among Declarant (including members, officers, directors, shareholders, and affiliates of Declarant), the Association, or one or more Owners, or any of them, arising out of or related to the Community Laws or the Property

shall be first subject to mediation as described in Section 8.1(a) above or otherwise, and if not timely settled by mediation, then resolved by arbitration in accordance with this Article 10. The decisions and award of the arbitrator shall be final, binding, and non-appealable. The arbitration shall be conducted in Sisters, 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").

(ii) 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.

(iii) Consolidated Arbitration. Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single, consolidated arbitration. Notwithstanding the provisions of this Article 10, in the event any claim, controversy, or dispute involves a claim by either party against a third party who is not required to and does not voluntarily agree to submit such claim to arbitration, then either party may elect to have the matter determined by a court of law in a consolidated proceeding, rather than by arbitration. In such case, the parties hereby waive trial by jury and agree that the matter shall be determined by a judge sitting without a jury.

(iv) Rules. Any arbitration initiated pursuant to this Article 10 shall be governed by the then applicable rules of the Arbitration Service of Portland, Inc.

(c) Excluded Matters. Notwithstanding the foregoing, the following matters shall not be subject to mediation or arbitration Under this Article 10: (i) actions relating to the collection of fees, assessments, and other charges imposed or levied by the Association (other than actions for the collection of fines, which actions shall be subject to mediation provisions as described above); (ii) actions by the Association or any Owner related to the removal of a structure or correction of any other condition that violates the Community Laws and where irreparable harm will occur due to delay; and (iii) actions to enforce any order, decision, or award rendered by arbitration pursuant to this Article 10. The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified in this Article 10.

(d) Costs and Attorney 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 attorney fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the non-prevailing 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 the Community Laws or the Act, to obtain a judicial construction of any provision of Community Laws, 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 attorney 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 attorney fees to be paid to the prevailing party shall be decided by the arbitration (with respect to attorney fees incurred before and during the arbitration proceeding) and 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 attorney fees incurred in such proceedings).

ARTICLE 9 GENERAL PROVISIONS

9.1 Enforcement. In accordance with the provisions of Article 10, any Owner, mortgagee, or beneficiary under a deed of trust holding an interest on a Lot has a right to enforce all or any of the covenants, conditions, and restrictions contained in this Declaration by any proceeding at law or in equity. Failure by any party to enforce any covenant, condition, or restriction contained in this Declaration will in no event be deemed a waiver of the right to do so later. Following notice and an opportunity to be heard at a regularly scheduled board meeting, which may be waived by the Owner, the Board may impose a fine for any violation of the Community Laws based on a fine schedule established by the Board from time to time. Each violation and each day that a violation persists may be treated as a separate offense and subject to a separate fine. An Owner may request, and the Board shall conduct, a hearing on issuance of a fine or the Association's intent to pursue entry pursuant to Section 6.2. The Owner's request for a hearing must be in writing and delivered within five (5) days after receipt of the applicable notice to the Board. Failure to comply with these procedural requirements shall result in waiver of any right to appeal or otherwise contest the fine or entry. If properly requested, the hearing shall be conducted, with scheduling at the discretion of the Board, at a regularly scheduled meeting of the Board within three (3) months of the Board's receipt of the hearing request.

9.2 Notice. All notices to the Association or to the Board shall be sent care of the manager of the Association, or if there is no manager, to the registered agent of the Association then on file with the Secretary of State. All notices to any Owner shall be sent to such address as may have been designated by such Owner from time to time, in writing, to the Board, or, if no address has been designated, then to then current address of record for the particular Lot on file with the Deschutes County Assessor's Office. All notices may be sent by: (i) messenger service (or hand delivery); (ii) overnight courier service; or (iii) regular U.S. Mail. Notwithstanding the foregoing, in the discretion of the Board, any notice, information, or other written material required to be given to an Owner or director under this Declaration or the Bylaws or pursuant to the Act may be given by electronic mail, facsimile, or other form of electronic communication acceptable to the Board, provided that electronic mail, facsimile, or other form of electronic communication may not be used to notify an Owner of: (i) the failure to pay an assessment; (ii) the foreclosure of an Association lien under ORS 94.709; or (iii) an action the Association may take against the Owner. Additionally, an Owner or director may decline to receive notice by electronic mail, facsimile, or other form of electronic communication and may direct the Board in writing to provide notice in any other manner permitted under this Declaration or the Act. Notices shall be deemed delivered on the date the notices are sent in accordance with the procedures outlined herein, except that notices delivered by regular U.S. Mail shall be deemed delivered two (2) business days after the postmark date.

9.3 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order will not affect the other provisions of this Declaration and the same will

remain in full force and effect. In the event of any invalidation, such invalidity will give way to a construction that allows for the Declaration to be enforced to the maximum extent possible.

9.4 Duration. The covenants, conditions, and restrictions of this Declaration will run with and bind the land for a term of thirty (30) years from the date of this Declaration being recorded, after which time the will be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least seventy five percent (75%) of the voting rights of the Owners, memorialized by those Owners and recorded against the Property.

9.5 Amendment. This Declaration may be amended at any time by an instrument approved by not less than 75% of the voting rights of Owners that are eligible to vote. Any amendment must be executed, recorded, and certified as provided by law; provided, however, that no amendment will be effective unless Declarant approves such amendment in writing, which approval right will remain in full force and effect until the later of: (i) expiration of the initial term of this Declaration, or (ii) the date Declarant affirmatively releases, in writing, its rights under this Declaration.

9.6 Unilateral Amendment by Declarant. In addition to all other special rights of Declarant provided in this Declaration, Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission, or agency of the United States or the State of Oregon, the approval of which entity is required in order for it to insure, guarantee, or provide financing in connection with development of the Property and sale of Lots.

9.7 Declarant Rights. All of Declarant's special rights under this Declaration, or otherwise provided by law, will continue in full force and effect until the later of: (i) expiration of the initial term of this Declaration, or (ii) the date Declarant affirmatively releases, in writing, its rights under this Declaration, unless otherwise expressly provided in this Declaration. Any amendment to this Declaration that removes or curtails any Declarant special right shall only be effective if the Declarant consents to the amendment in writing.

9.8 Successor Declarant. Declarant reserves the right to assign in writing its rights, duties, and obligations under this Declaration to a successor declarant.

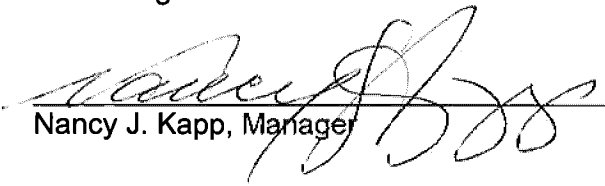
(signature page to follow)

Effective this 22 day of July, 2018

DECLARANT:

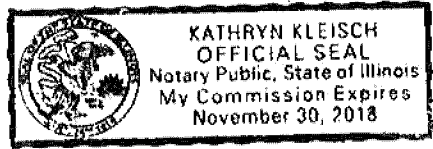
Grand Peaks at Sisters, LLC
an Oregon limited liability company

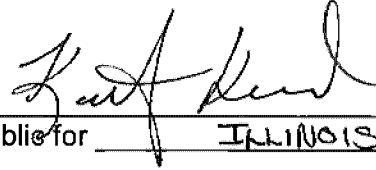
By: Hunter Renaissance Development LLC
Its: Manager


Nancy J. Kapp, Manager

State of ILLINOIS, County of COOK) ss

This instrument was acknowledged before me this 22ND day of AUGUST, 2018, by Nancy J. Kapp, Manager of Hunter Renaissance Development LLC, the Manager of Grand Peaks at Sisters, LLC.




Notary Public for ILLINOIS

**EXHIBIT A
LEGAL DESCRIPTION**

**Lots 1-31, Tracts A, B, F, GRAND PEAKS AT SISTERS, Sisters, Deschutes County, Oregon
duly recorded on February 14, 2018 as Document No. 2018-05999 in the Deschutes County
Official Records.**

**Lots 32-38, Tracts G-H, GRAND PEAKS AT SISTERS, PHASE 2, Deschutes County, Oregon
duly recorded on July 10, 2018 as Document No. 2018-28207 in the Deschutes County Official
Records.**

EXHIBIT B
COPY OF PLAT

[attached]

KNOW ALL PEOPLE BY THESE PRESENTS, THAT GRAND PEAKS AT SISTERS, LLC, OWNER OF THE LANDS DESCRIBED ON THE ANNEXED MAP AND MORE PARTICULARLY DESCRIBED IN THE ACKNOWLEDGMENT SURVEYORS CERTIFICATE HAS CAUSED THE SAME TO BE SURVEILED, SUBDIVIDED, AND PLATTED INTO LOTS AND TRACTS AS SHOWN ON THIS PLAT, AND TO BE KNOWN AS GRAND PEAKS AT SISTERS AND HEREBY DEMONSTRATE TO THE PUBLIC THE RIGHT-OF-WAY OF JANTZEN LANE AND GRAND PEAK AVENUE, A PUBLIC UTILITY EASEMENT ALONG JANTZEN LANE, GRAND PEAK AVENUE, SUN RANCH DRIVE, CAMP ROCK ROAD, LOT 17, TRACT E, A PUBLIC ACCESS AND UTILITY EASEMENT ON TRACT A, A PUBLIC UTILITY EASEMENT OVER THE EXTENT OF TRACT F AND A PRIVATE RECREATIONAL ACCESS EASEMENT ON LOTS 7 AND 281 TRACT A, LOTS 1-16, AND TRACT E AND ANY EASEMENTS GRANTED IN SAID RANCH, PHASE I, ARE HEREBY ACCEPTED EXCEPTING THOSE EXTINGUISHED PER PLAT NOTE #7.

GRAND PEAKS AT SISTERS, LLC
BY: HANSEN RESSAUNCE DEVELOPMENT, LLC, ITS MANAGER
BY: KAPRHO, LLC, ITS MANAGER
BY: KAY VERDINE, LLC, ITS MANAGER
DATE: Feb 9, 2018
COUNTY OF Deschutes
STATE OF Oregon
SS

ACKNOWLEDGMENT
DATE: Feb 9, 2018
DESCHUTES COUNTY OFFICIAL RECORDS
COUNTY OF Deschutes
STATE OF Oregon
SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 9th DAY OF FEBRUARY 2018 BY THE ABOVE VOLUNTARILY AND LEGALLY BY: KAPRHO, LLC, ITS MANAGER, HANSEN RESSAUNCE DEVELOPMENT, LLC, MANAGER OF HANSEN RESSAUNCE DEVELOPMENT, LLC, MANAGER OF GRAND PEAKS AT SISTERS, LLC
NOTARY PUBLIC: Oregon
COMMISSION NO: 148122
DATE: March 06, 2020

ANY COMMISSION EXPIRES: March 06, 2020
PUBLIC EASEMENT NOTE

THE PUBLIC UTILITY EASEMENTS ARE AS DETAIL ON THIS PLAT. UTILITIES SHALL HAVE THE RIGHT OF ANIMAL CONSTRUCTION, UNLESS OTHERWISE SPECIFIED. THE PUBLIC UTILITY EASEMENT (P.U.E.) IDENTIFIED ON THIS PLAT, AS MAY BE NECESSARY OR DESIRABLE IN SERVING THE LOTS IDENTIFIED THEREON, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE THE REMOVAL OF ANY OBSTRUCTIONS INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT WRITTEN APPROVAL OF THE UTILITY COMPANIES IN THE P.U.E.

WATER RIGHTS
THERE ARE 12.8 ACRES OF WATER RIGHTS APPURTENANT TO THESE LANDS PER STATE OF OREGON CERTIFICATE OF WATER RIGHT NUMBER 8253

POST MONUMENT NOTE
I HAVE A MODOCO CERTIFY THAT POST MONUMENTATION WILL BE COMPLETED WITHIN 8 WEEKS OF THE COMPLETION OF STREET AND UTILITY IMPROVEMENTS

INTERIOR MONUMENTS SET PER APPROPRIATE MONUMENTATION RECORDED IN
VOLUME PAGE DATE
DESCHUTES COUNTY SILENCER DATE

GRAND PEAKS AT SISTERS

A REPLAT OF A PORTION OF TRACT A OF SUN RANCH - PHASE 1 LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, CITY OF SISTERS, DESCHUTES COUNTY, OREGON
CITY FILE SUB 15-03
DATE: JANUARY, 2018

SURVEYORS CERTIFICATE
I HAVE A MODOCO CERTIFIED PROFESSIONAL LAND SURVEYOR 658825, DO HEREBY CERTIFY THAT I HAVE CONDUCTED A SURVEY OF THE LANDS DESCRIBED ON THE ACCOMPANYING MAP, SAID SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF OREGON LAWS, AND SAID SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF OREGON LAWS.

THE ABOVE DESCRIBED PROPERTY CONTAINS 13.10 ACRES, MORE OR LESS
APPROVALS
DATE: 2-9-2018
DATE: 2-14-18
DATE: 2-14-18

DATE: 2-14-18
DATE: 2-14-18
DATE: 2-14-18

REGISTERED LAND SURVEYOR
HAYES M. MCCOY
EXPIRES 12/31/18

1. NARRATIVE, SURVEYORS CERTIFICATE, WATER RIGHTS STATEMENT, APPROVALS, DECLARATION, ACKNOWLEDGMENT, PUBLIC UTILITY EASEMENT NOTE, PLAT NOTES, SHEET INDEX, POST MONUMENT NOTE, CONSENT AFFIDAVIT
2. GRAND PEAKS, LEGEND, CURVE TABLE, CURVE REFERENCE TABLE
3. LEGEND, CURVE TABLE, DETAILS A, B, C, D AND E

Dechutes County Official Records
Nancy Bransberger, County Clerk
2018-05999
\$108.00

NARRATIVE
THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE PROPERTY DESCRIBED AS A PORTION OF TRACT A OF SUN RANCH, PHASE 1, SAID TRACT A BEING RECORDED AS DOCUMENT 2016-01-5877, DESCHUTES COUNTY OFFICIAL RECORDS. ACCORDING TO MY CLIENTS INSTRUCTIONS AND ACCORDING TO CITY OF SISTERS FILE SUB 15-03

PLAT NOTES
1. PROPERTY SUBJECT TO THE TERMS AND CONDITIONS IN CITY OF SISTERS CITY FILE SUB 15-03
2. PROPERTY SUBJECT TO AN AIRPORT RUNWAY CLEAR ZONE RECORDED 6291987 IN BOOK 154, PAGE 14, DESCHUTES COUNTY DEED RECORDS. (SEE MAP), AIRPORT PRIMARY SURFACE AREA AND RUNWAY PROTECTION ZONE AFFECTS TRACTS B AND D. ALL LOTS AND TRACTS SHOWN HEREBY ARE SUBJECT TO BUILDING HEIGHT RESTRICTIONS AS SPECIFIED BY WARRANTY DEED RECORDED 6291987 IN VOLUME 154, PAGE 14, DESCHUTES COUNTY DEED RECORDS.
3. PROPERTY SUBJECT TO AN EASEMENT FOR WATER DELIVERY RECORDED 111913987 IN BOOK 154, 2881 DESCHUTES COUNTY DEED RECORDS. NO SPECIFIC LOCATION IN EASEMENT. (NOT MAPPED)
4. PROPERTY SUBJECT TO AN EASEMENT FOR DELIVERY OF WATER RECORDED 11931987 IN BOOK 153, PAGE 711 DESCHUTES COUNTY DEED RECORDS. (NO SPECIFIC LOCATION IN EASEMENT. NOT MAPPED).
5. PROPERTY SUBJECT TO AN AGREEMENT FOR ROAD AND UTILITY DEVELOPMENT RECORDED 1191998 IN BOOK 475, PAGE 173, DESCHUTES COUNTY OFFICIAL RECORDS
6. PROPERTY SUBJECT TO A DEVELOPMENT AGREEMENT RECORDED 3442001 IN DOCUMENT 2001-21130, DESCHUTES COUNTY OFFICIAL RECORDS
7. THE EASEMENT FOR RECREATION ACCESS AS NOTED ON THE PLAT OF SUN RANCH-PHASE I WAS VACATED IN DOCUMENTS 2016-14919 AND 2016-14520, DESCHUTES COUNTY OFFICIAL RECORDS
8. PROPERTY SUBJECT TO AN EASEMENT AGREEMENT IN PER DOCUMENT 2007-29544, DESCHUTES COUNTY OFFICIAL RECORDS. (SEE MAP, SHEET 2)
9. PROPERTY SUBJECT TO THE COVENANTS, EASEMENTS, AND RESTRICTIONS PER DOCUMENT 2006-06106 AND AMENDED IN DOCUMENT 2015-22593, DESCHUTES COUNTY OFFICIAL RECORDS
10. PROPERTY SUBJECT TO THE BY-LAWS OF SUN RANCH, BUSINESS PARK PER DOCUMENT 2015-22597, DESCHUTES COUNTY OFFICIAL RECORDS
11. PROPERTY SUBJECT TO A SHARED WELL AGREEMENT AND ACCESS EASEMENT PER DOCUMENT 2015-26612, DESCHUTES COUNTY OFFICIAL RECORDS. (SEE MAP, SHEET 2)
12. PROPERTY SUBJECT TO AN AGREEMENT FOR ROAD AND UTILITY DEVELOPMENT RECORDED 1191998 IN BOOK 475, PAGE 173, DESCHUTES COUNTY OFFICIAL RECORDS

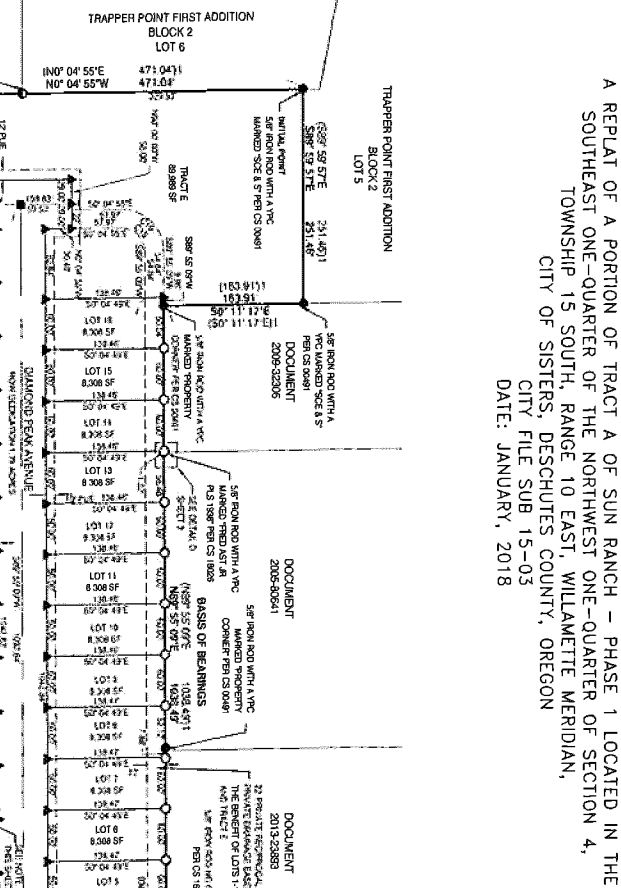
CONSENT AFFIDAVIT
AN AFFIDAVIT OF CONSENT BY DUTCH PROPEC PROPERTIES LP, BENEVOLENT UNDER DEED OF TRUST RECORDED AS DOCUMENT 2017-07-0235, DESCHUTES COUNTY OFFICIAL RECORDS, RECORDED AS DOCUMENT 2018-02-0222, DESCHUTES COUNTY OFFICIAL RECORDS.

H.A. MCCOY
ENGINEERING & SURVEYING LLC
1899 SW LAMAR ROAD, SUITE 208
REDMOND, OR 97756
(503) 822-7524
PREPARED FOR: HANSEN RESSAUNCE
2001 W CHURCHILL STREET
CHANDLER, IL 60841

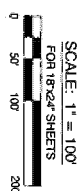
I-518

LEGEND

- FOUND MONUMENT AS NOTED. HELD UNLESS OTHERWISE NOTED.
- FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP MARKED "S. 80888" UNLESS OTHERWISE NOTED. PER CS 16752. HELD UNLESS OTHERWISE NOTED.
- FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PARADEMETER" UNLESS OTHERWISE NOTED. PER CS 19087. HELD.
- SET 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY ENGINEER".
- ▲ SET 5/8" X 24" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY 658888'S PER POST MONUMENT NOTE. (SEE SHEET 1).
- SET 5/8" X 24" IRON ROD WITH AN ALUMINUM CAP MARKED "H.A. MCCOY 658888'S PER POST MONUMENT NOTE. (SEE SHEET 1).
- CS COUNTY SURVEY NUMBER, DESCHUTES COUNTY SURVEY RECORDS
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- SF SQUARE FEET
- YPC YELLOW PLASTIC CAP



NOTE
 1. PRIVATE RECIPROCAL ACCESS EASEMENT FOR THE BENEFIT OF LOTS 1-31 AND TRACT E.



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 HAYES A. MCCOY
 MAILED 11, 2008
 LICENSE NO. 12345
 EXPIRES 12/31/18

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARINGS
C1	146.00'	108.38'	42°31'57"	106.91'	N88°49'19"E
C2	214.00'	158.86'	42°31'57"	155.24'	N88°49'19"W
C3	120.00'	142.52'	68°22'25"	134.28'	N24°06'58"W
C4	214.00'	158.86'	72.79'	N87°39'51"W	
C5	214.00'	158.86'	6°39'12"	24.84'	N70°27'51"W
C6	214.00'	158.86'	80.95'	N81°55'28"W	

CURVE REFERENCE TABLE PER CS 16752, CS 19087

CURVE	REFERENCE	RADIUS	LENGTH	DELTA	CHORD BEARINGS
C1	C19	146.00'	108.38'	42°31'57"	S88°49'19"E
C2	C16	214.00'	158.86'	42°31'57"	S88°49'19"E
C3	(CS 19087) C2	120.00'	142.52'	68°22'25"	N23°34'54"W

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARINGS
C13	50.00'	78.54'	90°00'00"	70.71'	S45°04'50"E
C14	28.00'	43.99'	90°00'00"	39.80'	S45°04'50"E
C15	38.00'	43.99'	90°00'00"	39.80'	N44°55'07"E
C16	50.00'	78.54'	90°00'00"	70.71'	N44°55'07"E
C17	28.00'	53.90'	110°18'01"	45.96'	S89°55'09"W
C18	28.00'	53.90'	110°18'01"	45.96'	N89°55'09"E

H.A. MCCOY
 ENGINEERING & SURVEYING, LLC
 180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 823-7554

PREPARED FOR:
 HUNTER RENAISSANCE
 2001 W CHURCHILL STREET
 CHICAGO, IL 60647

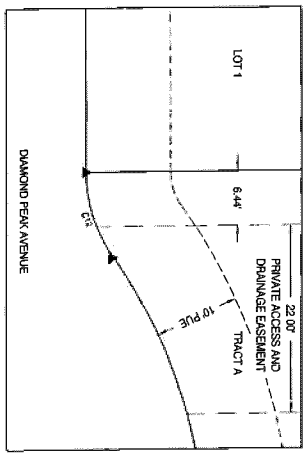
I-519

LEGEND

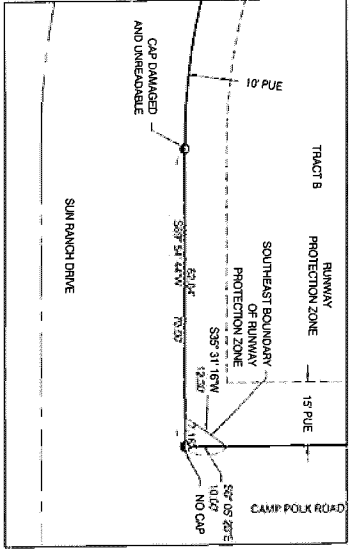
- FOUND MONUMENT AS NOTED, HELD UNLESS OTHERWISE NOTED
- FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP MARKED "S. 60089" UNLESS OTHERWISE NOTED, PER CS 16782, HELD UNLESS OTHERWISE NOTED
- FOUND 3/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY" UNLESS OTHERWISE NOTED, PER CS 19087, HELD
- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "H.A. MCCOY" EASER
- ▲ SET 3/8" X 24" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY" PER POST MONUMENT NOTE. (SEE SHEET 1).
- SET 3/8" X 24" IRON ROD WITH AN ALUMINUM CAP MARKED "H.A. MCCOY" PER POST MONUMENT NOTE. (SEE SHEET 1).
- CS COUNTY SURVEY NUMBER, DESCHUTES COUNTY SURVEY RECORDS.
- PAE PUBLIC ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- SF SQUARE FEET
- YFC YELLOW PLASTIC CAP
- ②②② SIGNIFIES DISTANCE FROM LOT CORNER TO PUE ALONG LOT LINE. SEE DETAIL B
- (1) RECORD INFORMATION PER CS 16782, SUN RANCH, PHASE 1, FILED 1/24/08, SMS
- (12) RECORD INFORMATION PER CS 19087, PROPERTY LINE ADJUSTMENT, FILED 4/28/16, HUSTON.

GRAND PEAKS AT SISTERS

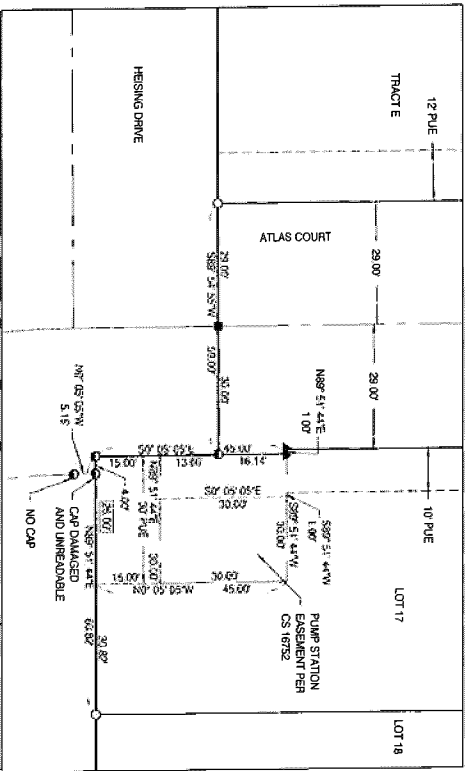
A REPLAT OF A PORTION OF TRACT A OF SUN RANCH - PHASE 1 LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, CITY OF SISTERS, DESCHUTES COUNTY, OREGON
 CITY FILE SUB 15-03
 DATE: JANUARY, 2018



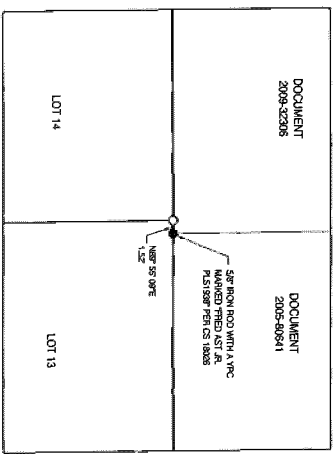
DETAIL A
1" = 10'



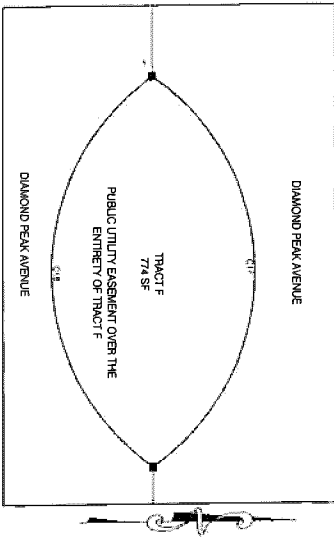
DETAIL B
1" = 20'



DETAIL C
1" = 20'



DETAIL D
1" = 10'



DETAIL E
1" = 10'

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C7	14.00'	19.81'	87°03'46"	18.20'	N76°37'28"W
C8	59.00'	64.27'	62°24'35"	61.14'	S89°57'04"E
C9	17.00'	10.46'	34°15'15"	10.30'	N76°40'31"E
C10	14.00'	19.70'	80°38'16"	18.12'	N76°40'31"E
C11	59.00'	64.27'	62°24'35"	61.14'	S89°47'22"W
C12	17.00'	10.51'	35°24'55"	10.34'	N72°17'32"E
C17	28.00'	53.90'	110°18'01"	45.96'	S89°55'09"W
C18	28.00'	53.90'	110°18'01"	45.96'	N89°55'09"E

REGISTERED PROFESSIONAL LAND SURVEYOR
 HAYES MCCOY
 JULY 11, 2006
 EXPIRES 12/31/18

H.A. MCCOY
 ENGINEERING & SURVEYING LLC
 1880 SW LAKE ROAD SUITE 201
 REDMOND, OR 97053
 (503) 929-7584
 PREPARED FOR: HUNTER RENAISSANCE
 2801 HUNTERS STREET
 CHICAGO, IL 60647

I-520

EXHIBIT C
COPY OF PHASE II PLAT

[attached]

GRAND PEAKS AT SISTERS, PHASE 2

A REPLAT OF TRACT E OF GRAND PEAKS AT SISTERS
LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF
SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN,
CITY OF SISTERS, DESCHUTES COUNTY, OREGON
CITY FILE SUB 15-03, MOD 17-02
DATE: JUNE, 2018

SURVEYORS CERTIFICATE

HAVES A MCCOY, REGISTERED PROFESSIONAL LAND SURVEYOR 66866, DO HEREBY CERTIFY THAT I HAVE
CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS SHOWN ON THE ACCOMPANYING MAP,
AND THAT A 5'8" RAIL ROAD WITH A YELLOW PLASTIC CAP MARKED "A. MCCOY ENGR EXISTS AT THE "TANGIAL POINT"
BEING THE SOUTHWEST CORNER OF TRACT E OF GRAND PEAKS AT SISTERS, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

TRACT E OF GRAND PEAKS AT SISTERS, LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST
ONE-QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, CITY OF SISTERS,
DESCHUTES COUNTY, OREGON

THE ABOVE DESCRIBED PROPERTY CONTAINS 2.07 ACRES, MORE OR LESS.

APPROVALS

<i>Michelle Beaudry</i> DESCHUTES COUNTY SUPERVISOR	7-3-2018 DATE
<i>David J. Gorman</i> CITY OF SISTERS COMMUNITY DEVELOPMENT DIRECTOR	7-5-2018 DATE
<i>Patricia A. ...</i> CITY OF SISTERS UTILITIES DIRECTOR	7-5-18 DATE
<i>...</i> DESCHUTES COUNTY COMMISSIONER	9-20-18 DATE

NOTE: SIGNATURE BY THE CITY OF SISTERS CONSTITUTES ACCEPTANCE BY THE
CITY OF ANY DEDICATION MADE HEREIN TO THE PUBLIC.

I HEREBY CERTIFY TAXES ARE PAID AS OF THIS DATE

Michelle Beaudry
DESCHUTES COUNTY SUPERVISOR
DATE 7/19/18

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS, FEES
AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 2018-2019 TAX
ROLL WHICH BECAME A LIEU ON THIS REPLAT DURING THIS TAX YEAR BUT NOT
YET CERTIFIED TO THE TAX COLLECTOR FOR COLLECTION HAVE BEEN PAID.

Scott ...
DESCHUTES COUNTY COMMISSIONER
DATE 7/19/18

CONSENT AFFIDAVIT

AN AFFIDAVIT OF CONSENT BY DUTCH HARRIS PROPERTIES LP, AN OREGON LIMITED
PARTNERSHIP, GENERAL PARTNER UNDER DEED OF TRUST RECORDED AS DOCUMENT 2015-04-0733,
DESCHUTES COUNTY OFFICIAL RECORDS, IS RECORDED AS DOCUMENT 2018-06-008
DESCHUTES COUNTY OFFICIAL RECORDS

Deschutes County Official Records
Nancy Blumenthal, County Clerk
2018-28207

07/20/2018 01:28:39 PM

\$138.00

07/20/2018 01:28:39 PM

07/20/2018 01:28:39 PM

I-567

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS,
THAT GRAND PEAKS AT SISTERS, LLC, OWNER OF THE LANDS DESCRIBED ON THE ANNEXED
MAP AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYORS
CERTIFICATE, HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED INTO
LOTS AND TRACTS AS SHOWN ON THE PLAT, AND TO BE KNOWN AS GRAND PEAKS AT
SISTERS, PHASE 2 AND HEREBY DEDICATE TO THE PUBLIC THE RIGHT-OF-WAY OF LANTZEN
COURT AND HEREBY DEDICATE A PUBLIC UTILITY EASEMENT ALONG LANTZEN COURT AND A
PUBLIC ACCESS EASEMENT, A PUBLIC UTILITY EASEMENT AND A PUBLIC STORM DRAINAGE
EASEMENT ON TRACT H, ALL EASEMENTS AND RIGHT-OF-WAYS AS SHOWN AND HEREBY
ACCEPTED.

BY: HUNTER RENAISSANCE DEVELOPMENT, LLC, ITS MANAGER
BY: KAPPINO LLC, ITS MANAGER
BY: NAK VENTURE, LLC, ITS MANAGER

BY: *Neil A. Amundson*
NEIL A. AMUNDSON, ATTORNEY-IN-FACT DATE July 2, 2018
FOR NANCY J. KAPP, MANAGER OF NAK VENTURE LLC MANAGER OF
KAPPINO LLC, MANAGER OF
HUNTER RENAISSANCE DEVELOPMENT, LLC MANAGER OF
GRAND PEAKS AT SISTERS, LLC

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF DESCHUTES)
SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS
DAY OF _____, 2018 TO BE A FREE AND VOLUNTARY ACT AND DEED
BY NEIL A. AMUNDSON, AS ATTORNEY-IN-FACT FOR NANCY J. KAPP, MANAGER
OF NAK VENTURE LLC, MANAGER OF GRAND PEAKS AT SISTERS, LLC
RENAISSANCE DEVELOPMENT, LLC MANAGER OF GRAND PEAKS AT SISTERS, LLC

NOTARY SIGNATURE
Carol C. Alford
Carol C. Alford

COMMISSION NO. 948148

MY COMMISSION EXPIRES MARCH 6, 2020

PUBLIC EASEMENT NOTE

THE PUBLIC UTILITY EASEMENTS ARE AS DETAILED ON THIS PLAT. UTILITIES SHALL HAVE THE RIGHT
TO INSTALL, CONSTRUCT, RENEWAL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND
BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENT (P.U.E.)
IDENTIFIED ON THIS PLAT AS MAY BE NECESSARY OR DESIRABLE IN SERVING THE LOTS IDENTIFIED
HEREON, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO RECOVER THE
REMOVAL OF ANY OBSTRUCTIONS INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITHIN
THE P.U.E. AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE
PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE
P.U.E. WITHOUT WRITTEN APPROVAL OF THE UTILITY COMPANIES IN THE P.U.E.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

H.A. McCoy

H.A. MCCOY
1030 SW LANE ROAD, SUITE 201
BEND, OREGON 97709
(503) 926-7354

EXPIRES 12/31/18

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE PROPERTY DESCRIBED AS TRACT E OF GRAND PEAKS AT SISTERS,
ACCORDING TO AN CLIENTS INSTRUCTIONS AND ACCORDING TO CITY OF SISTERS PLAT SUB 15-03
THE SUBJECT PROPERTY IS LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF
SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, CITY OF SISTERS, DESCHUTES COUNTY,
OREGON

MONUMENTS FOUND ALONG THE EXTENSION OF SAID TRACT E AND ADJACENT TO LOTS AND RIGHT-OF-WAYS PLATTED IN
GRAND PEAKS AT SISTERS WERE FIELD TO ESTABLISH THE BOUNDARY AND SUBDIVIDE THE SUBJECT PROPERTY
THE BASIS OF BEARINGS IS INDORS'W ALONG THE WEST LINE OF TRACT E, GRAND PEAKS AT SISTERS.

PLAT NOTES

1. PROPERTY SUBJECT TO THE TERMS AND CONDITIONS IN CITY OF SISTERS CITY FILE SUB 15-03 AND CITY OF SISTERS FILE AND 17-02
2. PROPERTY SUBJECT TO AN AIRPORT RUNWAY CLEAR ZONE RECORDED 02/19/87 IN BOOK 154, PAGE 14, DESCHUTES COUNTY DEED RECORDS, (FALLS OUTSIDE BOUNDARY, NOT MAPPED) AIRPORT PRIMARY SURFACE AREA AND RUNWAY PROTECTION ZONE. ALL LOTS SHOWN HEREON ARE SUBJECT TO BUILDING HEIGHT RESTRICTIONS AS SPECIFIED BY WARRANTY DEED RECORDED 02/19/87 IN VOLUME 154, PAGE 14, DESCHUTES COUNTY DEED RECORDS
3. PROPERTY SUBJECT TO AN EASEMENT FOR WATER DELIVERY RECORDED 11/01/87 IN BOOK 154, 2881 DESCHUTES COUNTY DEED RECORDS (NO SPECIFIC LOCATION IN EASEMENT, NOT MAPPED)
4. PROPERTY SUBJECT TO AN EASEMENT FOR DELIVERY OF IRRIGATION WATER RECORDED 11/29/1987 IN BOOK 155, PAGE 771, DESCHUTES COUNTY DEED RECORDS (NO SPECIFIC LOCATION IN EASEMENT, NOT MAPPED)
5. PROPERTY SUBJECT TO AN AGREEMENT FOR ROAD AND UTILITY DEVELOPMENT RECORDED 1/21/1998 IN BOOK 475, PAGE 771, DESCHUTES COUNTY OFFICIAL RECORDS
6. PROPERTY SUBJECT TO A DEVELOPMENT AGREEMENT RECORDED 5/4/2001 IN DOCUMENT 2001-21-30, DESCHUTES COUNTY OFFICIAL RECORDS
7. PROPERTY SUBJECT TO THE GOVERNANTS EASEMENTS, AND RESTRICTIONS PER DOCUMENT 2006-05-106 AND AMENDED IN DOCUMENT 2015-2598, DESCHUTES COUNTY OFFICIAL RECORDS
8. PROPERTY SUBJECT TO A SHARED WELL AGREEMENT AND ACCESS EASEMENT PER DOCUMENT 2015-04-0407, DESCHUTES COUNTY OFFICIAL RECORDS.
9. PROPERTY SUBJECT TO THE BYLAWS OF SUN RANCH BUSINESS PARK PER DOCUMENT 2015-22507, DESCHUTES COUNTY OFFICIAL RECORDS
10. PROPERTY SUBJECT TO THE RESERVATIONS, TERMS AND CONDITIONS PER DOCUMENT 2017-04-2734, DESCHUTES COUNTY OFFICIAL RECORDS
11. PROPERTY SUBJECT TO A ROAD ACCESS EASEMENT PER BOOK 379 PAGE 2883, DESCHUTES COUNTY DEED RECORDS (BLANKET EASEMENT NOT MAPPED).
- 12 MAINTENANCE OF ALL LANDSCAPING WITHIN TRACT H SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION IN PERPETUITY.

WATER RIGHTS

THERE ARE 12.6 ACRES OF WATER RIGHTS APPURTENANT TO GRAND PEAKS AT SISTERS
(INCLUDING TRACT E) PER STATE OF OREGON CERTIFICATE OF WATER RIGHT NUMBER 86259

H.A. MCCOY
ENGINEERING & SURVEYING LLC

1030 SW LANE ROAD, SUITE 201
BEND, OREGON 97709
(503) 926-7354

PREPARED FOR: HUNTER RENAISSANCE
2007 W. CHURCHILL STREET
ORLANDO, IL 60661

LEGEND

- FOUND MONUMENT AS NOTED, HEAD UNLESS OTHERWISE NOTED
- FOUND 5/8" IRON ROD WITH AN ORANGE PLASTIC CAP MARKED 'LS 8008' UNLESS OTHERWISE NOTED. PER CS 16752, HEAD UNLESS OTHERWISE NOTED.
- ▲ FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED 'H.A. MCCOY' ESSELS PER CS 16981, FIELD, MARKED 'H.A. MCCOY ENGR'
- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED 'H.A. MCCOY ENGR'
- SET 3/8" X 24" IRON ROD WITH AN ALUMINUM CAP MARKED 'H.A. MCCOY ENGR'
- CS COUNTY SURVEY NUMBER, DESCHUTES COUNTY SURVEY RECORDS
- NT NON-TANGENTIAL CURVE
- PAE PUBLIC ACCESS EASEMENT
- PAE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- SF SQUARE FEET
- YPC YELLOW PLASTIC CAP

- (1) RECORD INFORMATION PER CS 19682, GRAND PEAKS AT SISTERS, FILED 2/15/18, MCCOY
- (12) RECORD INFORMATION PER CS 16752, SUN RANCH - PHASE 1, FILED 1/24/18, SIMS
- (13) RECORD INFORMATION PER CS 19677, CLEARPINE, PHASE 3, FILED 6/15/2018, MCCOY

NOTES

1. A PUBLIC ACCESS EASEMENT, PUBLIC UTILITY EASEMENT AND A PUBLIC STORM DRAINAGE EASEMENT OVER THE EASEMENT OF TRACT H, GRANTED AND CREATED BY THIS PLAT.
2. 22' PRIVATE RECREATIONAL ACCESS AND PRIVATE DRAINAGE EASEMENT FOR THE BENEFIT OF LOTS 1-16, TRACT A AND E OF GRAND PEAKS AT SISTERS, GRANTED ON THE PLAT OF GRAND PEAKS AT SISTERS. THE BALANCE OF THIS EASEMENT WOULD EXTEND ONTO JANITZEN COURT AND TRACT H AND IS BEING ENCUMBERED BY THIS PLAT AND IS THEREFORE NOT TAPPED.

REGISTERED PROFESSIONAL LAND SURVEYOR

H.A. MCCOY

DATE: JULY 11, 2004

HAYES A. MCCOY

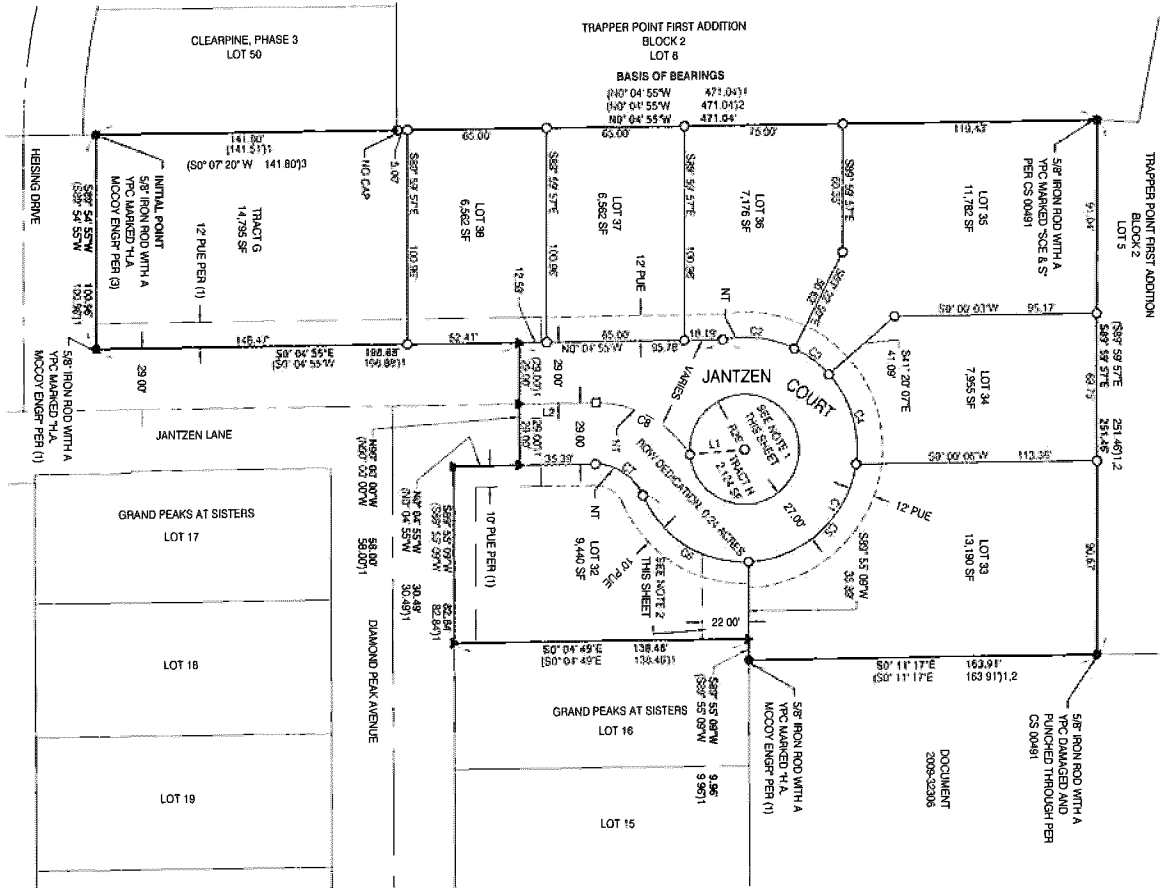
EXPIRES 12/31/18

GRAND PEAKS AT SISTERS, PHASE 2

A REPLAT OF TRACT E OF GRAND PEAKS AT SISTERS LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, CITY OF SISTERS, DESCHUTES COUNTY, OREGON

CITY FILE SUB 15-03, MOD 17-02

DATE: JUNE, 2018

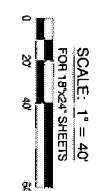


CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	53.00'	236.50'	257°49'42"	82.48'	N62°25'17"W
C2	53.00'	35.07'	37°54'47"	34.43'	S7°37'12"W
C3	53.00'	20.42'	22°05'17"	20.31'	S77°37'14"W
C4	53.00'	45.87'	49°34'56"	44.45'	S77°27'22"W
C5	53.00'	73.76'	79°45'43"	67.97'	S41°52'18"E
C6	53.00'	83.35'	86°29'04"	58.65'	N82°15'05"E
C7	25.00'	28.30'	64°51'05"	28.81'	S34°04'05"W
C8	54.00'	53.31'	56°33'56"	51.17'	N59°22'26"E

LINE TABLE

LINE	LENGTH	BEARING
L1	28.00'	N47°52'59"W
L2	35.77'	N07°04'55"W



H.A. MCCOY
ENGINEERING & SURVEYING LLC

180 SW LANE ROAD SUITE 201
SISTERS, OREGON 97137
(503) 923-7254

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2001 W COMMERCIAL STREET
CHICKAGO, IL 60647