



## **ARCHITECTURAL REVIEW COMMITTEE (ARC) ENFORCEMENT RULES**

The following Rules for enforcing Architectural Review Committee review of all Improvements in Grand Peaks at Sisters, as described in Article 4 of the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") of the Grand Peaks at Sisters Association (the "Association"), have been approved by the Association's Board of Directors. These enforcement options supplement the architectural review, dispute resolution, and other relevant provisions of the Declaration, the Bylaws of the Association, and other rules and regulations promulgated by the Board of Directors (collectively, the "Community Laws").

The **Grand Peaks at Sisters Design Guidelines** (the "Design Guidelines") serve as the primary reference for architectural review. These **ARC Enforcement Rules** provide for hearing procedures with due process, appeals to the Board of Directors, and enforcement of a fine schedule for unapproved construction and other violations of the Design Guidelines. Adoption of the Design Guidelines and these ARC Enforcement Rules (together, the "Rules and Guidelines"<sup>1</sup>) is reflected in the minutes of the Board of Directors. Both documents are distributed to all Owners.

### **ENFORCEMENT OF ARC REVIEW**

Section 4.1 of the Declaration states,

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.

As an Owner, you are responsible for reading and following the Design Guidelines when conceiving, designing, permitting, and constructing any Improvement.<sup>2</sup> For your ARC application to be considered, you must submit all of the required elements described in the Design Guidelines. The ARC's response to your application will be in writing. If you submit a complete application which is denied in whole or in part, you are entitled to appeal to the Board of Directors and a hearing to present your arguments as to why your plans, or any aspect of them, should be approved.

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<sup>1</sup> See paragraph 4.1(c) of the Declaration.

<sup>2</sup> Per Article 1, paragraph (m) of the Declaration, " '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."

## ARC APPEALS PROCESS

The following procedures implement the Appeal process set forth in the Design Guidelines. An appeal may be made to the Grand Peaks at Sisters Board of Directors if it appears that the following situations occurred:

- Proper procedures were not followed during the administration and review process, or
- The ARC decision was arbitrary and not based on Grand Peaks governing documents.

Written Request. To initiate the appeals procedure, the Owner Applicant (the “Applicant”) must submit a written request for an appeal within ten (10) days of receiving the ARC’s decision, along with a check for the appeal fee. **The Architectural Review appeal fee approved by the Board of Directors is \$150.** The appeal must be mailed or emailed to Grand Peaks’ management company, and it will be forwarded to the Board for review. The Architectural Review Committee (ARC) Appeal Form should be used.

Required Information. The appeal must include all reasons for the appeal. In particular, the Applicant must specify why the Applicant believes the decision of the ARC is incorrect or unjustified. In addition, Applicant must attach scaled plans and supporting documents referencing the Grand Peaks CC&Rs and recorded plats. The Board may consider all relevant material and information.

Notice. As stated in the Design Guidelines, the goal for responding to Owner appeals is 45 days from receipt of an appeal request, through the hearing, to the transmission of the Board’s response. You will receive at least two (2) weeks’ notice of a scheduled hearing date unless you as the Applicant request, and the Board of Directors is able to provide, an accelerated schedule. Notice of the Appeal hearing shall be provided using the methods described in Article XI, Section 5 of the Association Bylaws.

Opportunity to be Heard. The Appeal Hearing will be held with a quorum of the Board of Directors present, and minutes will be kept. At the hearing, you and the members of the ARC (unless the Board is also serving as the ARC under Article 4 of the Declaration) should be present to support and explain each position. No party to the appeal may be represented by counsel at any meeting of the Board at which an appeal is being considered. You will have a reasonable time in which to explain your position.

Decision. Following the hearing, the Board will forward you its decision on your appeal within two (2) weeks of the meeting at which the appeal was considered. You, your contractor, and your architect must abide by the Board’s decision. No further appeal may be made. Failure to comply with the Appeal decision may result in any or all legal remedies available under the provisions of the Declaration and the following Fine Schedule.

## FINE SCHEDULE

Ignoring the requirement for Architectural Review or disregarding the outcome of an ARC application or appeal may result in the imposition of a fine by the Board of Directors. As an Owner, unpaid fines and other charges can become liens against your property under the procedures, including written notice and an opportunity to respond, provided in Article 7.6 of the Declaration.

Before any of the following fines are assessed, you will be provided written Notice using the methods described in Article XI, Section 5 of the Association Bylaws describing the nature of deficiency. From the date Notice is served, you have 10 days in which to correct the deficiency or inform the Board in writing of your plan to do so, or to request (in writing) a hearing unless one was held on an Appeal of the same issue. Hearings about fines will follow the ARC Appeals Process described above.

If the deficiency is corrected within 10 days of written Notice or any hearing that finds against you as the Owner, the fine will not be imposed. If you provide a correction plan to the Board, the fine will be suspended for as long as the Board, in its sole discretion, believes you are implementing your correction plan in good faith.

The following fines may be imposed for the described violations of the requirement for ARC review:

- I. ARC Approval. Prior to commencement of construction, you must submit an application to the ARC for approval.
  - a. Commencement of construction prior to approval
    - i. \$5000 fine
    - ii. stop construction demand; plans must be submitted to ARC within 48 hours of stop demand
    - iii. If plans are not submitted to the Association within 15 days, the matter will be turned over to Association attorney at day 16.
    - iv. daily fine thereafter until resolved of \$150
    - v. a repeat offender builder will be banned from Grand Peaks (second offense)
  - b. Incomplete construction without an approved extension from the ARC, as evidenced by the lack of a final building inspection more than twelve (12) months after breaking ground.
    - i. \$2500 fine
    - ii. \$100 daily fine thereafter until resolved
  - c. ARC approval conditions not met AND/OR unapproved architectural changes/additions
    - i. \$2500 fine
    - ii. \$100 daily fine thereafter until resolved
  - d. Home painted unapproved color(s); this includes future repainting/color changes
    - i. \$500 fine
    - ii. \$50 daily fine thereafter until resolved
    - iii. Repaint with approved color
- II. Landscape Design And Installation.
  - a. Front/street-facing yards (per approved design) not installed or not completed within 30 days of final building inspection
    - i. \$500 fine
    - ii. \$50 daily fine thereafter until resolved
  - b. Landscaping installed without ARC approval
    - i. \$2,500 fine

- ii. \$50 daily fine thereafter until resolved
- iii. Changes made to existing work per ARC requirement
- c. Back or sideyard landscaping (per approved design) not installed or not completed within six months of final building inspection
  - i. \$500 fine
  - ii. \$50 daily fine thereafter until resolved

III. Other – Construction.

- a. Portable/chemical toilets not placed on lot under construction
  - i. \$300 fine each time
  - ii. The Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
  - iii. Repeat violation (third offense) will result in fine increased to \$500 followed by correction in III(a)(ii)
- b. Construction materials/debris
  - i. You may not leave anything in the street overnight
  - ii. All materials are to be placed on the lot; you are prohibited from using another lot for staging/storing materials/trash
  - iii. You are responsible to maintain your lot and to keep it clean and in good order during construction and until final approval by ARC
  - iv. \$300 fine each time
  - v. The Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
  - vi. Repeat violation (third offense) will result in fine increased to \$500 followed by correction in III(b)(v)
- c. Construction debris/waste removal; concrete washout in improper location; trash receptacle missing; damage/repair/restoration
  - i. \$300 fine each time
  - ii. The Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
  - iii. Repeat violation (third offense) will result in fine increased to \$500 followed by correction in III(c)(ii)
- d. Blowing debris/loose materials
  - i. Anchored trash containers required for small items (food waste/wrappers, drink containers, etc.
  - ii. Large items must be secured
  - iii. Blowing debris is prohibited
  - iv. \$300 fine each time
  - v. The Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
  - vi. Repeat violation (third offense) will result in fine increased to \$500 followed by correction in III(d)(v)
- e. Street cleaning/protection of storm drains
  - i. You must keep the street clean at all times
  - ii. This includes storm drain protection from dirt/gravel/debris using biobags or other acceptable materials/methods
  - iii. \$300 fine each time
  - iv. The Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)

- v. Repeat violation (third offense) will result in fine increased to \$500 followed by correction in III(e)(iv)
- f. Soil stabilization/excavation/grading
  - i. Silt barriers and proper drainage are mandatory
  - ii. You are required to minimize and prevent erosion
  - iii. \$300 fine each time
  - iv. The Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
  - v. Repeat violation (third offense) will result in fine increased to \$500 followed by correction in III(f)(iv)
- g. Construction vehicles/trailers parked in violation of Design Guidelines; speeding
  - i. \$300 fine
  - ii. \$50 daily fine thereafter until resolved
  - iii. At day 30, the Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
- h. Construction noise
  - i. Noise must be kept to within reasonable limits; local noise ordinances must be observed
  - ii. Construction activities limited to the hours of 7am to 7pm/Monday through Friday and 9am to 5pm/Saturday
  - iii. No work is permitted on Sundays and legal holidays (Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas, New Year's Day)
  - iv. \$300 fine per occurrence
- i. Vegetation and habitat protection
  - i. No tree may be removed without ARC approval
  - ii. Exclusionary fencing required for all trees not being removed
  - iii. \$300-\$5000 fine based on severity of damage and the potential cost of remediation.

IV. Other Construction-Related Violations

- a. Weeds, overgrown grass, trash on vacant lot(s)
  - i. You must monitor and maintain your property \$300 fine
  - ii. \$50 daily fine thereafter until resolved
  - iii. At day 30, the Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
  - iv. Repeat violations may start with a \$100 daily fine without notice; the Association may correct the violation after 30 days and bill you a minimum of \$100 or the cost of the service, whichever is greater
- b. Landscape maintenance
  - i. You are responsible to maintain your landscaping in accordance with CCRs and Design Guidelines including, but not limited to:
    - 1. Controlling weeds
    - 2. Pruning shrubs/trees
    - 3. Removing dead/diseased plantings
    - 4. Fertilizing and watering
    - 5. Maintaining auxiliary structures, if any
  - ii. Plan ahead for maintenance if you are going out of town
  - iii. \$300-initial fine
  - iv. \$100 daily fine thereafter until resolved

- v. At day 30, the Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
- vi. Repeat violations incur an immediate \$75 daily fine with the fine increasing to \$200/day at day 16
- c. Homes, fences, miscellaneous structures
  - i. All are to be kept in good order at all times
  - ii. \$300 initial fine
  - iii. \$100 daily fine thereafter until resolved
  - iv. At day 30, the Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
  - v. Repeat violations incur an immediate \$100 daily fine with the fine increasing to \$200/day at day 16
- d. Landscape materials
  - i. You may not leave anything in the street overnight
  - ii. All materials are to be placed on the lot; you are prohibited from using another lot for staging/storing materials/trash
  - iii. You are responsible to maintain your lot and to keep it clean and in good order during construction and until final approval by ARC
  - iv. \$300 fine each time
  - v. The Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
  - vi. Repeat violation (third offense) will result in fine increased to \$500 followed by correction in III(b)(v)
- e. Building, fencing, landscape materials (bark, dust, soil, gravel, plants, etc.)
  - i. These materials must be placed promptly upon delivery
  - ii. \$300 fine
  - iii. \$50 daily fine thereafter until resolved
  - iv. At day 30, the Association may correct the violation at its discretion. In this case, \$100 additional fine (or cost of service, whichever is greater)
- f. Safety
  - i. Fire extinguishers are mandatory on all construction sites
  - ii. Discharge of firearms, firecrackers, smoke bombs (and the like) and other weapons is prohibited
  - iii. Consumption of alcohol is prohibited on construction sites
  - iv. Smoking on construction sites is prohibited, including marijuana
  - v. Consumption of illegal substances on construction sites is prohibited
  - vi. \$300 fine per occurrence
  - vii. Repeat violations will result in banning of the offender from Grand Peaks
- g. Rental restrictions
  - i. Subject to restrictions in CCRs
  - ii. \$1500 fine per occurrence
  - iii. \$100 daily fine thereafter until resolved
- h. Household (domestic) pets overview
  - i. Owners must observe all local/county ordinances
  - ii. You must leash while at Grand Peaks, on public and private property, which includes motorized vehicles (other than in your fenced yard); you must physically prevent your pet from leaving your property at all times

- iii. You must and clean up after your pet at all times at Grand Peaks, including the maintenance of your lot/yard
- iv. Pets are not permitted to be a nuisance to neighbors and the community at any time
- v. If a pet is disturbing neighbors, said neighbors may petition the Association to have the animal removed from Grand Peaks at Sisters; this petition must include multiple written neighbor complaints (either from the immediate neighborhood of the lot/owner and/or from neighbors surrounding the lot)
- vi. The Association may give notice and assess fines for pet problems; after three notices, the pet is subject to removal from Grand Peaks at Sisters
- i. Household (domestic) pets – notices/fines
  - i. Association receives written complaint about pet; issues a 15-day notice to correct
  - ii. \$50 fine assessed on day 16 if problem is not corrected
  - iii. Association receives second written complaint about pet after 15-day period has elapsed; issues a 15-day notice to correct
  - iv. \$100 fine is assessed
  - v. Association receives a third written complaint, which must be from a different address/party than the first two complaints; issues a notice to permanently address the nuisance issue
  - vi. \$350 fine is assessed
  - vii. If the Association receives subsequent complaints from the third complainant or an additional complainant, the Association will issue notice to the pet owner that the pet must be removed from Grand Peaks at Sisters
  - viii. If the pet is not removed or not reported to the Association as removed, the Association will issue a daily fine of \$50, which will continue daily until the animal is removed and such removal is reported to the Association
- j. Other general rules/CCRs compliance violations
  - i. \$100-\$1000 fines
  - ii. Daily fines ranging \$25-\$100

V. Additional Information on Compliance Action.

- a. The Association may assess administrative charges for expenses incurred (including but not limited to):
  - i. Cost of consultants
  - ii. ARC costs
  - iii. Architects, engineers, landscape architects
  - iv. Association management company/agent, legal costs
  - v. Notices, collections, office services and supplies
  - vi. Materials removal/disposal, towing, storage, materials, equipment rental
- b. Collection of fines and cost reimbursements are governed by CCRs and the Oregon Planned Community Act.
- c. Legal action or pursuing legal remedies means the Association’s attorney may/will charge for correspondence, document review, notices, filing liens and court actions, collections and pursuing other rights/remedies. The Board at any time may consult with the Association attorney and/or refer a matter to the attorney for legal action/response. All attorney fees are the responsibility of the owner.
- d. Repeat violations by any builder/contractor or lot owner, no matter the lot/location and regardless of number of occasions, are subject to:

- i. Immediate fines without advance notice
  - ii. Administrative charges
  - iii. Commencement of compliance procedures
- e. If you make a request of the Association where the Association incurs expenses for administrative and other services, you must reimburse the Association for these costs. The Association is unable to forecast all types of requests that could incur these costs.
- f. Under special circumstances (extenuating circumstances), the Association may issue permits for time and schedule extensions. To obtain this permission, your prompt communication of any problem/issue is important.
- g. You must inform your contractors and/or renters of all Association rules to minimize the likelihood of problems, fines and Association action. You are responsible for everything on your lot and for any problems caused by you, your contractors and/or renters. We encourage you to consider contract language that allows you to pass along any fines and other charges.
- h. Notification periods (for corrections) are based on the seven days of the week and include weekends, holidays and do not exclude your absence or unavailability or that of your contractor or renter.
- i. Following initial construction and landscape completion, any changes you request to the Association (to process/review your request) are subject to fees and charges based on Association policy/procedure and/or the reimbursement of professional/administrative fees and costs.