

**Ballot for Proposed Amendments to the Declarations, Restrictions,  
Protective Covenants and Conditions for Wild River  
Deschutes County, Oregon**

**Background**

1. The Board of Directors of The Wild River Owners Association (“Association”) is proposing the following amendments to the Declarations, Restrictions, Protective Covenants and Conditions for Wild River (“Declaration”), adoption of which require approval of at least 75% of the total votes in the Association.
2. The vote for these amendments will be conducted by electronic ballot in lieu of a meeting, in accordance with the provisions of ORS 94.647 and ORS 94.661.
3. Newly added text is shown in **red**, and deleted text is shown in ~~strikethrough~~.
4. Each amendment shall be voted on separately. Those amendments approved by at least 75% of the total votes shall be recorded in the official records of Deschutes County.
5. Owners may cast their votes by marking an “X” or other mark in the blank following the word “Approve” or Disapprove” below each amendment.

## Proposed Amendments

1. Article III of the Declaration shall be amended to read:

All members shall be entitled to one vote for for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they among themselves determine, or if unable to agree, ~~they may cast fractional votes proportionate to their ownership interests, but~~ **the vote for that Lot shall be disregarded.** In no event shall more than one vote be cast with respect to any one Lot.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

2. Article IV, Section 1(b) of the Declaration shall be deleted in its entirety:

~~The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area.~~

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

3. Article IV, Section 1(c) of the Declaration shall be amended to read:

The right of the Association to suspend any member's voting rights ~~and/or right to use any of the recreational facilities owned by the Association,~~ for any period during which any assessment against said member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

4. Article V, Section 2 of the Declaration shall be amended to read:

Purpose of Assessments. The annual ~~or regular periodic~~ assessments levied by the Association shall be used ~~exclusively~~ for the improvement and maintenance of the Common Area, **for the proper operation and administration of the Association, including the employment of a manager or managing agent, for the procurement of insurance policies as required by law or as the Board of Directors reasonably determines beneficial, and for the payment of taxes and insurance on all or any part of the Common Area, and for any other purpose authorized by the Oregon Planned Community Act, ORS Chapter 94.**

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

5. Article V, Section 4 of the Declaration shall be amended to read:

Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions, or capital improvements reflecting ~~an expenditure~~ **a common expense** of in excess of ~~\$500~~ **\$20,000 annually** shall require the assent of an absolute majority of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. ~~Developer shall be entitled to one (1) vote only, without respect to the number of lots owned, when voting in favor of a special assessment.~~

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

6. Article VI, Section 5 of the Declaration shall be amended to read:

Duties and Rules. The Architecture Review Committee shall consider and act upon all matters properly submitted to it pursuant to this Declaration. In furtherance of this function, the Architecture Review Committee may, by unanimous vote, from time to time and in its sole discretion, **subject to review and approval by the Board of Directors,** adopt, amend, and repeal rules and regulations to be known as the “Architecture Review Committee Rules **and Design Guidelines**” establishing its operating procedures and **regulating the aesthetics of any improvement or landscaping on the lots** ~~and interpreting, detailing, and implementing the provisions of the instruments pursuant to which it is charged with responsibility.~~ The Architecture Review Committee may establish a reasonable fee to be paid to it to cover its costs incurred in considering and acting upon matters submitted to it. Such fees shall be paid into the maintenance fund of the Association. A current copy of the Architecture Review Committee Rules **and Design Guidelines** shall be kept on file by the Association. Such Rules **and Design Guidelines** shall have the same force and effect as if set forth herein.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

7. Article VII, Section 3 of the Declaration shall be amended to read:

Maintenance of Lots. Each **Owner shall maintain such Owner’s** lot and its improvements, **at such Owner’s expense,** ~~shall be maintained~~ in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

8. Article VII, Section 7 of the Declaration shall be amended to read:

Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and common areas in a manner approved by the Architecture Review Committee. **The timing and location for placement of refuse or garbage containers before and after trash collection shall be subject to additional rules and regulations adopted by the Board of Directors.**

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

9. Article VII, Section 8 of the Declaration shall be amended to read:

Signs. No signs shall be placed or kept on a lot other than **1) a single address sign and a single for sale sign not to exceed 300 square inches in size 10" x 24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs provided by the Association shall be used to advertise a unit for sale., 2) a single, temporary sign promoting a specific event, which may be placed no more than 24 hours prior to, and must be removed no more than 24 hours after, the event to which the sign pertains. Notwithstanding the foregoing, placement of any signs on the Lots shall be subject to additional rules and regulations adopted by the Board of Directors, or 3) subject to approval by the Architectural Review Committee, a single, personalized address sign that complements the property. Personalized address signs that have been installed prior to the recording of this amendment are deemed approved.**

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

10. Article VII, Section 10 of the Declaration shall be amended to read:

Sanitation. All sewage disposal shall be by septic tank and drain field unless otherwise approved by the Architecture Review Committee. Location and construction of the septic tank and drain field shall be approved by the Deschutes County Health Department and the Architecture Review Committee. ~~No drain field shall be located within 150 feet of the Deschutes River.~~

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

11. Article VII, Section 17(b) of the Declaration shall be amended to read:

As a place to raise domestic animals of any kind except for a reasonable number of usual household pets which are not kept, bred, or raised for commercial purposes and which are not a nuisance to other owners. **The Board of Directors may adopt rules governing the keeping of pets within the individual lots, including the number of pets that may be kept, in accordance with Article VII, Section 18.**

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

12. Article VII, Section 18 of the Declaration shall be amended to read:

~~The Association~~ **Board of Directors** may ~~make~~ **adopt** rules and regulations of ~~general applicability~~ governing **use of the common areas.** **The Board of Directors may also adopt rules and regulations governing use of the individual lots to the extent to which any of the foregoing may be permitted, such rules and regulations are intended to implement, interpret, and enforce the use restrictions contained in this Declaration, or intended to prevent nuisances. Any rule adopted by the Board of Directors pursuant to this Section may be repealed by a petition, signed by owners representing at least unless 50 percent of the lots, owners disagree in writing submitted to the Secretary within**

~~ten (10)~~ **thirty (30)** days of receiving notice of the ~~proposed~~ **adopted** rules.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

13. The following shall be added to the Declaration as Article VII, Section 21:

Satellite Dishes and Antennas. Satellite dishes, TV antennas, and satellite internet reception devices may not exceed one (1) meter across at the widest point without prior approval from the Architecture Review Committee. All such devices must be located in the least conspicuous location from the viewpoint of the neighboring lots that allows for adequate signal reception. All satellite dishes must be painted a color approved by the Architecture Review Committee. Owners must apply to the Architecture Review Committee for approval of the paint color on or before the 10th (tenth) day after installation of the dish. Radio towers and HAM radio antennas are prohibited.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

14. The following shall be added to the Declaration as Article VII, Section 22:

Owners may not rent or lease their lot or home or any portion thereof for a term of less than one year.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

15. The following shall be added to the Declaration as Article VII, Section 23:

(a) Each Owner must purchase and maintain insurance sufficient to cover any loss relating to the Owner's lot and home, including extended

coverage for full replacement value of all improvements on the Owner's lot. Each Owner is also responsible for obtaining, at their own expense, liability insurance resulting from use or ownership of the Lot. The Association will have no responsibility to procure or to assist Owners or Occupants in procuring property loss insurance or liability insurance, and shall have no liability on account of an Owner's failure to obtain the insurance required under this section.

- (b) In the event that improvements on a Lot are damaged by fire or other casualty, the Owner of the Lot must either repair and replace all improvements to the same design and standards as existed prior to damage, or submit an application for an alternative design to the Architecture Review Committee, and upon approval of such alternative design, construct the same in accordance with the approved plans. An Owner who declines to repair and replace improvements after fire or casualty, and who also fails to obtain Architecture Review Committee approval for an alternative design, or who declines to build in accordance with plans for an alternative design, must raze all structures and remove all debris from the vacant lot, and replant with native vegetation.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

16. Article VIII, Section 1 of the Declaration shall be amended to read:

- (a) Enforcement by Legal Proceeding. The Association, or any owner, or the owner of any recorded mortgage upon any part of Said Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.
- (b) Non-Waiver. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained, **or any bylaw or rule**, shall in no event be deemed a waiver of the right to do so thereafter.



- (c) Right of Entry. If any owner constructs or permits to be constructed on his property any improvement or allows the condition of his property to violate any provision of this Declaration, the Bylaws, the architectural guidelines, or the rules and regulations of the Board of Directors, then the Association may, no sooner than 60 days after delivery to such owner of written notice of the violation and an opportunity to be heard, enter upon the offending property and remove the cause of such violation, or alter, repair, or change the item which is in violation of such Declaration in such manner as to make it conform thereto with the reasonable cost of such action to be a charge against the owner's land. Additionally, the Association or its agent may enter the lots without notice in the case of emergency in order to take actions reasonably necessary to protect the common areas or neighboring lots.
- (d) Fines. If any owner constructs or permits to be constructed on his property any improvement or allows the condition of his property to violate any provision of this Declaration, the Bylaws, the architectural guidelines, or the rules and regulations of the Board of Directors, then the Association may, after giving notice and an opportunity to be heard, levy reasonable fines in accordance with a schedule of fines previously adopted by the Board of Directors and furnished to all owners.
- (e) Remedies Non-Exclusive. Each of the enforcement options described in this Declaration are cumulative and non-exclusive. The Board of Directors may, at its discretion, choose to take any one, some, all, or none of the enforcement actions available to it separately, in unison, or successively.

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

