

SUNRIVER OWNERS ASSOCIATION
Board of Directors Work Session
January 19, 2024 @ 9:00 A.M
SROA BOARD ROOM, 57455 ABBOT DRIVE &
VIA YOU TUBE LIVE STREAM
AGENDA

- 9:00 A.M. Introduction: Dick Luebke & Jim Anderson – Mid State Electric
- Owners Forum
- Administration Building Architectural Renderings – GM Lewis/Assistant GM Kessarlis
(Oral update)
- OFLA-FMLA Policy Update – HR Director Kellie Allen – (Oral)
- Admissions Model Workgroup Update – Assistant GM Kessarlis (Section 3 behind GM report)
- Dog Park Task Force Update – Assistant GM Kessarlis (Oral)
- Design Manual Text - Housekeeping/Amendments (NOT tree protection)– Assistant GM Kessarlis
(Section “E”)
- SROA Bylaws – Proposed Amendments – GM Lewis (Section “D”)
- Nominating Committee Charter – Proposed Amendments- (GM Lewis & Nominating Comm Chair Ron Angell)
(Section “B”)
- SROA Board Member Conflict of Interest Policy – Proposed Amendments – GM Lewis
(Section “C”)
- Transient Room Tax (TRT) Taskforce Update – GM Lewis & President Beenen (Oral)
- Review 1/20/24 Board Meeting Agenda
- Other Business
- Executive Session **Yes to discuss a legal matter**
(Potential to consult with legal counsel and/or consider personnel, contractual or legal matters if the Board determines an Executive Session to be advisable after a vote.)
- Meeting Debrief
- Adjourn
- Board work sessions are subject to agenda changes as directed by the SROA President.

The meeting will be live streamed on You Tube:
<https://www.youtube.com/@sunriverownersassociation574/streams>

SUNRIVER OWNERS ASSOCIATION
Board of Directors Meeting
January 20, 2024 @ 9:00 A.M.
SROA BOARD ROOM, 57455 ABBOT DRIVE & VIA YOU TUBE

AGENDA

- 9:00 Owners Forum
- 9:15 Owners Forum Follow Up from Previous Month
- 9:25 Recap of January 19th Board Work Session
1. 9:30 Review and Approval of Board Meeting Minutes from December 15 & 16, 2023
2. 9:35 Financial Report: (No financial report in Jan. The Dec. financials will be presented at the February 17th meeting.)
3. 9:40 General Manager Report
4. 9:55 Committee Reports
5. 10:00 Sunriver Service District Reports
- A. 10:05 Committee/Taskforce Membership Actions (None this month)
- B. 10:10 Committee/Taskforce Action Requests: Nominating Committee Charter Amendments
- C. 10:15 Board Action Request: Conflict of Interest Policy Amendments
- D. 10:20 Board Action Request: Bylaw Amendments – Articles I-X
- E. 10:25 Board Action Request: Design Manual Text Amendments (Not Tree Protection)
- F. 10:30 Other Business
- G. 10:40 Executive Session – (Potential to consult with legal counsel and/or consider personnel, contractual or legal matters if the Board determines an Executive Session to be advisable after a vote

Adjourn

- Agenda times are an estimate; the meeting may move faster or slower.
- Board meetings are subject to agenda changes as directed by the SROA President.

The meeting will be live streamed on You Tube:
<https://www.youtube.com/@sunriverownersassociation574/streams>

(1)

Approval of Minutes from:

December 15th Board Work Session

December 16th Board Meeting

(2 Board Motions Required)

**SUNRIVER OWNERS ASSOCIATION
BOARD OF DIRECTORS WORK SESSION
SROA BOARD ROOM
DECEMBER 15, 2023**

DIRECTORS PRESENT: Bill Burke, Clark Pederson, Gerhard Beenen, Linda Beard, Mark Murray,
Scott Gillies & Keith Mobley

DIRECTORS PRESENT VIA ZOOM: Julianna Hayes & Tony De Alicante

STAFF: James Lewis, Keith Kessarar, Leigh Anne Dennis, Patti Gentiluomo, Rebecca Maloney, Mark Smith, Joe Healy & Kellie Allen

The meeting was called to order at 9:00 A.M.

OWNERS IN ATTENDANCE: 3

INTRODUCTION

JIM SCHOLTES – OREGON DEPARTMENT OF TRANSPORTATION (ODOT)

GM Lewis introduced Jim Scholtes, District Manager for Region 10 with ODOT who was in attendance today to answer some of the questions around what level of service can be expected on Hwy 97, particularly between Sunriver and Bend on Lava Butte this winter. As most everyone is aware, several things have transpired in the last couple of weeks around additional funding that has come out of the legislature to ensure that the level of services will meet the necessary standards for this winter.

Mr. Scholtes noted that this funding shortfall has been looming for the past few years due mostly to gas tax revenues dropping. ODOT does not receive any money from the general fund, it all comes from gas taxes. Due to more efficient cars as well as the rise in the number of people buying electric vehicles, tax revenue has decreased, and inflationary costs have risen.

Mr. Scholtes area covers approximately 1,100 miles which includes the area between Sunriver and Burns, up as far as Shaniko, over to Warm Springs, over to the top of Santiam Pass then down towards La Pine. This is considered a medium sized district within ODOT which has a total of 13 districts.

When the department looked at cost savings, one of the things they have chosen to do is to leave some positions open until adequate funding can be secured. Mr. Scholtes has approximately 72 maintenance workers who drive snow removal equipment in seven different maintenance sections, and he is currently holding back on hiring seven additional positions.

The level of service on Lava Butte is one that was carefully looked at mainly as it is one of the more expensive areas to maintain and secondly because of the variable speed limit that was installed on that section of highway. It was level A and was taken down to level B but has since been moved back up to level A. The difference between level A and B is the amount of overtime during major storms. The funding most recently received equates to \$600,000 for a two-year period. While that may sound like a lot, it really is not as much as it would seem when you look at the size of the district. It will pay for some overtime and buy more sand/cinders and some additional magnesium chloride.

While references were made earlier to Hwy. 97 being the lifeblood, and while it is a very busy highway, Highways 20, 26 and 126 are currently the biggest freight routes especially for items coming from the eastern side of the state and beyond. There are many rural areas along Hwy. 20 and 26 that truly are lifeline

routes as the people who live in those rural areas depend on the highways being accessible as they have no other choices, and they are currently rated at level C so services could not be reduced in those areas.

While the additional funding will indeed help, it will not get the department to being fully staffed as there just is not enough to go around. It would take approximately \$54 million to remedy the current situation state-wide and the legislature approved \$18 million. In Mr. Scholte's area, Bend has the most employees with 18-20 depending on the day.

GM Lewis noted that for Sunriver and south county residents Bend is their service center so whether it is going to the doctor, hospital, grocery shopping, etc., Hwy. 97 truly is the lifeblood for those individuals to get to the services they need. The main concern is for the maintenance of Lava Butte, and to that end what constitutes a major storm? Mr. Scholte responded that is the type of storm that encompasses numerous counties at one time which does not allow him the flexibility to pull employees from one area to another area that might be getting harder hit. Currently there are approximately 32,000 vehicles per day that travel between Bend and Sunriver/south county.

Director Burke asked what happens beyond this year as residents will have the same concerns next winter as they currently have. Mr. Scholte responded that there is currently a lot of conversation happening about this issue especially at the legislative and ODOT director level centered on finding multiple sources of funding instead of relying so heavily on the gas tax. What those multiple funding sources will look like remains unknown at present. There is concern about what the 2025/27 budget will look like and is something that ODOT will be following closely while encouraging lawmakers to take actions necessary to stabilize future funding.

The Board thanked Mr. Scholte for attending today's meeting.

OWNERS FORUM

Philo Hall, 14 Virginia Rail Lane, expressed his appreciation of the good work and decision making by the SROA Board and staff.

Barb Brocker, 5 Cedar Lane, spoke in opposition to locating the dog park adjacent to the two churches at the Cottonwood Park site. Ms. Brocker expressed concerns about noise disrupting multiple services and meetings at the Sunriver Christian Fellowship church. She also stated she was proud of the Board's actions earlier this year about improper use of the SROA logo and the Board's openness in addressing that issue.

Frank Brocker, 5 Cedar Lane, stated that as a former pastor he has concerns about a dog park location adjacent to two churches as they would create noise that would be disruptive to services. He stated that the church pastors were not contacted about this proposal.

GM Lewis read two letters into the record. The first was from Paul Conte, 8 Mc Kenzie Lane addressing the tree protection rules recommended as amendments to the Design Manual of Rules and Procedures by the Design Committee.

The second was from Ed Pitera, 25 Quelah Lane, addressing the use of the existing recycling facility and the statistics related thereto.

INSURANCE PRESENTATION

SROA Controller Joe Healy introduced Michael Hughes from Brown & Brown Insurance who has been part of the insurance team serving SROA for many years. Controller Healy noted that the Association has two different renewal dates. There is a 10/1 for some things such as workers compensation and cyber liability and a 1/1 renewal date for property, general liability, etc.

Mr. Hughes commented on Brown & Brown, noting that they have a deeply rooted culture that is built on honesty, integrity, innovation, superior capabilities, discipline, and a commitment to always doing what is best for their customers, teammates, and communities. Brown & Brown specialize in empowering their local teams to make decisions that best support their clients, backed by the powerful solutions, capabilities, and carrier relationships of a top brokerage. With over five hundred locations and 15,000 teammates, they are committed to providing innovative strategies to help protect what customers value most. Brown & Brown specializes in large-scale associations such as SROA. Mr. Hughes then provided a breakdown of the services Brown & Brown offer to large-scale associations.

There is currently a seven-member team plus Mr. Hughes assigned to SROA's accounts with a combined 160 years of claims and risk experience. The claims and risk team is comprised of a team of nine individuals who are all licensed adjusters who can assist with service plans, claims management, ensuring that things are completed in a timely manner or just advising on potential risk issues. Brown & Brown representatives visit Sunriver annually and do a site visit and walk the property and look for potential OSHA infractions or perform life safety system check-ups.

Regarding market conditions, Mr. Hughes noted that SROA has a favorable renewal from our incoming carrier despite the overall market conditions. Habitational and property-driven risks subject to wildfire (California/Oregon) has resulted in increases of 100-500% as many standard markets exit and withdraw coverage. Insured losses from natural disasters worldwide hit a ten-year high of \$42 billion in the first half of 2021, with the biggest loss related to extreme cold in the United States in February. Insured catastrophe losses exceeded \$120 billion in 2022. In the first quarter of 2023 alone, natural disasters cost the global economy \$77 billion, with insurers paying one-third (\$22 billion) of those costs. Interestingly, in 2022, hail, flooding, tornados, drought, and hurricanes played a much more significant role in the statistics than wildfire illustrating that many types of events contributed to the overall rise in costs.

Mr. Hughes provided a brief breakdown of valuation, rate increases, catastrophic bonds, and reduced market for personal line carriers as they relate to market impact over the past few years. Mr. Hughes also reviewed the casualty market including auto, cyber, and directors and officers then led the Board through a review of the umbrella policy coverage. The Association's coverage will continue to be provided by Resort Guard, which is owned by Amwins, a leading global specialty insurance distributor. Mr. Hughes was happy to report that the Association will see a decrease in both property and general liability rates for 2024 and he provided a brief overview of the changes and considerations to that new policy as well as a breakdown of the current coverage exposures and limits for SROA.

In closing Mr. Hughes reviewed the purpose of the HOA Director & Officers insurance noting it fills the gaps of a general liability policy for the protection of the Board. This coverage will also protect individual board members by name but will generally not cover past members who are no longer serving. The coverage takes care of legal costs and damages in case of a homeowner lawsuit. Mr. Hughes also explained some of the most common sources of claims as well as the duties of the policy holder.

Mr. Hughes answered a few questions from the Board who thanked him for being in attendance and providing this update.

EMPLOYEE BENEFITS PRESENTATION/DISCUSSION

Treasurer Pederson commented that one of the duties of the Finance Committee is to periodically review the employee benefits package. The committee asked HR Director Kellie Allen to attend one of their recent meetings and thought it would be beneficial to have her come to the full Board and share that information with the Board as well.

Ms. Allen commented that SROA has a long-standing tradition of providing excellent benefits for employees, particularly medical and dental insurance, and retirement planning. This is one of the things that helps SROA attract and retain employees and helps SROA to be competitive within a very competitive jobs market.

There are currently forty-nine full-time employees at SROA with over three hundred years of combined SROA experience. Familiarity with the community is essential, especially for the Public Works staff. Twenty-five percent of the employees have been with SROA for over ten years and about the same number have been with the Association for less than a year. Average tenure is currently approximately six years.

Employees are offered health and dental insurance as well as medical transport. There is also a 401(k)-retirement plan in place that employees are eligible to enter after one year of employment. Employees receive a 3% match and a 6% profit share and are fully vested after five years. Currently there is a 91% participation rate in the program. Employees receive an appreciation bonus based on their years of service to SROA.

SROA employees have access to SHARC, pickleball and tennis, disc golf and the boat launch as long as owners and/or guests are always accommodated first. SROA employees also receive a discount on golf at the Sunriver courses.

SROA employees have ten paid holidays a year and one personal floater day. Employees who work on a holiday receive time and a half pay. Vacation accrual starts when employment begins, and an employee can accrue up to 80 hours per year. Employees are allowed to cash out unused vacation time if there is a minimum of 40 hours left in their vacation bank. Sick leave accrues at eight hours per month and an employee can use those benefits after 90 days of employment. There is also a shared sick leave program available.

The Board had several questions and comments for Ms. Allen and thanked her for being here today.

ADMISSIONS MODEL WORKGROUP UPDATE

Assistant GM Keith Kessarar provided a breakdown of recreation statistics for the month of November.

As of November 30, 2023, a total of 7,287 Member Preference Program (MPP) cards have either been purchased or renewed. Of that total, 5,738 were renewals and 739 were new cards. The remainder are extended household, long-term renter, or commercial passes. This is 130 less than the end of November 2022. At the end of November, the MPP revenue totaled \$608,651 or 101.2% of the annual budget. Mr. Kessarar also noted that the next big uptick in visitors will be over the Christmas holidays.

About the 2023 Recreation Plus Program (RPP), as of November 30, 2023, there were 918 homes and/or condominiums signed up for the program. Last year at the same time there were 924 properties participating in the program. Mr. Kessarar also provided a breakdown of the RPP's by the number of bedrooms. Revenue at the end of November stands at \$2,456,029 or 100.1% of the 2023 budget. Mr. Kessarar does not anticipate that we will get any other properties on this year's program.

Gate revenue is currently sitting at \$561,736 or 96% of the budgeted \$587,050. The return of the gate revenue was welcomed this year after the lifting of capacity limits on the facilities.

SHARC hosted a total of 7,456 attendees at the facility in the month of November compared to 6,517 in 2022. Of that number, 2,622 were owners, 3,410 were RPP pass holders, 46 were member guests, 320 were extended family, 149 were gate admissions, and 15 were Central Oregon Sunday users. Year to date, overall attendance is at 203,074, an increase of 10,625 guests over 2022.

As was noted last month, the overall attendance at the Member Pool through the end of the season was 17,636 compared to 20,039 in 2022, a decrease of 2,403. A question related to this will be included on the next Comprehensive Owner Survey in 2024.

By the end of November 2023, staff had issued 51,000 paper guest passes and of those 11,133 have been redeemed at SHARC and 4,176 were redeemed at the Member Pool. There were 55,138 passes issued in 2022 of which 10,884 were redeemed at the SHARC facility and 4,644 were redeemed at the Member Pool. This decrease reflects the fact that overall fewer properties renewed their MPP cards, but more people per household renewed.

Mr. Kessarar reminded the Board that beginning today, owners can update their MPP card for 2024. This can be done in person at SHARC, or if just renewing it can be done over the phone, 541-585-5000 and online at [sunriversharc.com\Programs\SROA Member Preference Program](http://sunriversharc.com/Programs/SROA%20Member%20Preference%20Program). The Member Services office is open seven days a week from 9:00 A.M.– 4:30 P.M.

Mr. Kessarar reminded the Board that regarding the Café, seasonal sales totaled \$532,672.22 of which SROA received \$79,900.83. Assistant GM Kessarar also commented on the very robust tennis/pickleball season we had this year that continued in October due to favorable weather. \$92.5k in revenue has been brought in so far this year versus expenses of \$73.5k so we are at a net of \$18,991. As we were budgeted to lose money there this year, compared to budget we are \$26,047 to the good versus the budget for that department.

Facility event space rentals continue to pick up with several events on the books in the coming weeks. We are currently at \$62,736 or 48.8% of the annual budget of \$128,500. The number of owner events versus general public events also affects the revenue as owner events are charged a lower rate than the general public.

There are currently approximately 25 events booked for 2024, which are a mix of general public and owner related events. There are also a lot of club and organization bookings in the Crescent Room some of which are a no-charge situation. We are still looking to fill some positions in the events department, needing both an events coordinator and assistant and those positions will be advertised for the beginning of January of 2024.

The Board thanked Assistant GM Kessarar for his report and update.

STRATEGIC PLAN UPDATE

Assistant GM Kessarar reported the taskforce is doing well having had four meetings to date. The participation has been fantastic with 20 plus task force members present at each meeting, some of which have been quite long meetings. They have been productive and constructive as Directors Gillies and Burke can attest to. This engagement in the project is great and it has been good to get perspectives from various sides.

The group has been working on a strengths, weaknesses, opportunities, and threats (SWOT) analysis. They have defined the four core values or guiding principles. Currently, the task force is working on the sub-categories under those values. For example, one of the guiding principles is excellence in governance, so the task force is now developing those sub-categories. After each of the four categories are broken down, the task force will look at goals and policies to establish each of the core values and the sub-core values, and how those will turn into actions going forward. This information will be presented to the Board in late spring or early summer of 2024 so anything that needs budget consideration can be identified in plenty of time for consideration.

GM Lewis added that the process is going very well and at the end of the project what we will have is a document that clearly defines the goals and objectives as well as the process/policies for achieving said goals followed by action items.

COMPREHENSIVE OWNERS SURVEY TASK FORCE UPDATE

Assistant GM Kessarlis reported the task force has met twice to date. Their initial task was to revisit the 2021 survey to determine what questions from that survey should be included and/or edited and what questions should be deleted from the 2024 survey. The next meeting will focus on what questions should be added to the 2024 survey and how owners will receive the survey. Our consultant has been doing these type surveys for over 20 years and is very familiar with SROA and Sunriver and has reported that Sunriver has a higher rate of returns than any other community he has worked with.

The survey will be emailed to all those owners who have signed up on the SROA website but will be limited to one survey per household. A hard copy can be mailed upon request to Assistant GM Kessarlis, keithk@srowners.org, in the SROA Admin office. To date, Mr. Kessarlis has received approximately 17 of those requests.

At their next meeting, the task force will drill down further on additional questions to add to the next survey.

TREE PROTECTION RULES

Design Committee Chair Richard Look and Assistant GM Kessarlis were present to present the Design Committee's recommendation to the Board regarding tree protection.

Mr. Look referenced the addendum language introduction noting that SROA abides by and is registered as a Wildland Urban Interface community that subscribes to the notion of allowing free movement, migration, and habitat for wildlife, that each landscape creates a smooth transition from homes to the natural site, and that plantings be capable of adapting to wildlife.

The committee has done extensive research via neighboring community staff, online, in-person shopping visits, phone conversations with Great Basin Nursery, Sunriver Nature Center, the Sunriver Fire Department, and owner input was conducted throughout this multiple month process. Mr. Look thanked the members of the committee and especially Assistant GM Kessarlis for all their hard work on what is not an easy situation to remedy.

GM Lewis, at the request of President Beenen, reported that the Design Committee has a degree of autonomy from the Board. It is intentionally set up that way so that the Board cannot put pressure on the Design Committee to make decisions. There is a provision in the Consolidated Plan, Section 8.07 specific to the authority to change the Design Manual of Rules & Procedures. It gives the authority to change the manual to the Design Committee. The committee can draft language, make amendments to the existing language, add new language, etc. It does, however, say those proposed amendments, changes, etc. must be approved by the Board.

The question/comment that came to GM Lewis was that means that the sole authority for the proposed changes lies with Design Committee in drafting the document, then the Board only gets to say yes or no. As this item is on the agenda for action at tomorrow's meeting, it is important for the Board to understand what their options are. President Beenen noted that in the past the Board has tended to act like editors and based on the opinion of legal counsel, the Board cannot be the editor. This is specific to the Design Manual of Rules & Procedures.

Director De Alicante noted that the Board asked the Design Committee for recommendations on tree protection only and did not ask for input on protections for anything else, so he would be inclined to delete the first paragraph of the proposed tree protections that speak to perennials, grasses, ground cover, shrubs, etc. Design Committee Chair Look noted that the committee felt it important to address what is and is not allowed in regard to perennials, grasses, shrubs, etc. as those questions come up on a frequent basis. GM Lewis added that it is in the interest of clarity that this information is included in the proposed revisions.

GM Lewis added that the Board can provide rationale to the committee as to why they vote yes or no on a proposed recommendation. The committee can then add it to their agenda to revisit and consider rationales provided by the Board or they can say, no, we have provided you with the information and the rationale and we have nothing further to add. This is what differentiates the Design Committee from all other SROA committees.

Assistant GM Kessarlis commented that per the direction of the Board at the last meeting, the committee has focused only on trees whether it is browsing from deer, porcupine, or beaver. Additionally, the Board asked for the rationale the committee used in producing their recommendations, something that has been provided to the Board via the addendum included in the materials the Board received and which included extensive explanations for the rationale the committee provided.

The Board held further discussion on this topic. President Beenen asked to what extent has there been community input in shaping what is now being presented in Exhibit A? Assistant GM Kessarlis responded that over the course of this issue there have been hundreds of pages of input from owners, the majority of which has come from one individual owner along with 13 other owners that have submitted their input in writing via email or a letter. More recently staff have continued to receive emails and information from one particular owner. Treasurer Pederson added that the Board has also held several lengthy discussions on this issue that are available for owners to watch online if they want to keep abreast of the latest developments.

Director Beard strongly believes that the height of the fencing should be six-feet not five-feet as deer can easily reach trees at the five-foot level when they get up on their hind legs. Treasurer Pederson noted the committee's rationale for choosing the five-foot height was to respect the balancing of the visual impact in our neighborhoods. That is the reason for this policy and the committee must look at the entire community, not just one individual's interest. It comes back to what does the community want Sunriver to look like and for many the visual impact is one of the things that drew them to Sunriver to begin with. Owners move and have moved here knowing there are deer and that they must be cognizant of what they plant, or risk it being eaten which has happened to everyone at some point. Treasurer Pederson added he has used spray very effectively on his plants and yes, his deciduous trees lost their bottom leaves to the deer but otherwise they are doing just fine with no protection around them.

Additionally, Treasurer Pederson feels owners have had ample opportunity for input, the Board has been discussing this for months and anyone who is paying attention has had an opportunity to provide their input. Mr. Pederson does not necessarily think it should be tabled again this month.

Director Beard added she feels that the maximum of five tree protections may not be adequate for someone such as herself that has three lots where her home is in the middle. Assistant GM Kessarlis reminded Ms. Beard that owners can apply for an exception in cases such as this to allow for more protections.

President Beenen suggested that it might be worthwhile to table any action on this item and put it back out there for an additional comment for an agreed upon time limit. Given that it is winter, and owners will not have to worry about protecting anything for several months, it would give owners time to absorb what the actual proposal is and see if there is any substantial change in opinions. President Beenen appreciates the enormous amount of time and effort the Design Committee and Assistant GM Kessarlis have contributed to

this issue and thinks if owners take the time to look at the whole body of information, it will answer many questions they have and illustrate the fact that the committee did do their homework on the issues at hand.

After further discussion, the Board thanked Mr. Kessarlis and Mr. Look as well as the entire Design Committee for their hard work on this issue.

This item is on the agenda for action at tomorrow's meeting.

REVIEW 12/16/23 REGULAR MEETING AGENDA

The Board reviewed the agenda for tomorrow's business meeting.

ADJOURN

Director Gillies moved to recess the public meeting and reconvene in Executive Session under the authority given in the SROA Bylaws, Article IV, Section 10 to discuss contractual, personnel, and legal matters that may be subject to a claim of privilege. Seconded by Director Mobley, the motion passed unanimously.

The public meeting recessed @ 12:04 P.M.

The public meeting resumed @ 1:30 P.M.

There being no other business, President Beenen asked for a motion to adjourn the meeting.

Director Mobley moved to adjourn the public meeting. Seconded by Director De Alicante, motion passed unanimously.

The public meeting adjourned at 1:31 P.M.

Respectfully submitted,

Scott Gillies, SROA Secretary

**SUNRIVER OWNERS ASSOCIATION
BOARD OF DIRECTORS MEETING
SROA BOARD ROOM
DECEMBER 16, 2023**

DIRECTORS PRESENT: Clark Pederson, Bill Burke, Gerhard Beenen, Scott Gillies, Keith Mobley, Mark Murray & Linda Beard

DIRECTOR PRESENT VIA ZOOM: Tony De Alicante

DIRECTOR ABSENT: Julianna Hayes

STAFF: James Lewis, Susan Berger & Jesus Mendoza

The Board of Directors meeting was called to order at 9:00 A.M.

NUMBER OF ATTENDEES: 4

OWNERS FORUM: Theresa Youmans, 15 Big Sky Lane, wished the Board a Merry Christmas and expressed her appreciation for the hard work of the SROA staff and Board.

Ms. Youman's is a member of the Design Committee and asked to provide some clarification on a couple points from Friday's work session, the first being relative to an owner being denied a permit to plant some trees. For the record, she asked to clarify that this owner was requesting to plant trees on SROA commons, not on their own property. The SROA commons in question was the area between a paved road and the owners property line. There are specific rules regarding landscaping in these areas which have been in place for many years. The denial was not arbitrary, the rule promotes a safe site distance near driveways and avoids conflicts with our utility infrastructure and easements.

Secondly, Ms. Youman's spoke to a statement that implied that the Design Committee is primarily concerned with aesthetics. If you refer to the Design Manual of Rules & Procedures among other things, the committee is also intended to promote personal and public safety. The rule regarding limited plantings in the area of common requested by the owner is a public safety issue not an aesthetic one.

Additionally, the committee is intended to protect the natural environment and some of that consideration is our wildlife as part of that natural environment. This intention is why the tree protection barrier issue has required a lot of research as fencing creates an inherent risk to wildlife. Small animals can get caught up in fencing, deer can get their antlers and/or heads trapped in fencing which is why the committee recommends limiting the number of enclosures while offering an avenue for an exception to the rule. There are a lot of things that the committee had to take into consideration much beyond just aesthetics.

GM Lewis read two letters into the record. The first was from Barbara Bocker, 5 Cedar Lane, questioning where SROA was in the process of final decision making for the dog park location.

The second was from Beverly Cook, 3 Three Iron Lane, who noted her comments were as an individual owner and not as a Design Committee member. Her comments addressed the decision-making process used by the Design Committee for the tree protection rule recommendations.

OWNER FORUM FOLLOW-UP FROM PREVIOUS MONTH

Vice President Burke commented that there was no follow-up necessary from the owners who spoke or wrote to the Board at last month's meeting.

There was one letter to the Board from August that inadvertently had not been responded to. This was from Martha Sharman & John Reid, 10 Loon Lane who are concerned about soil bank erosion of the riverbank in numerous areas in Sunriver. Since this oversight was discovered, Vice President Burke and SROA staff members have reached out to them.

Director Burke noted his appreciation for the work that staff have put into this concern which creates a blueprint for the future. It illustrates all the steps and necessary engineering that it would take, the extensive permitting process that would be required and the other agencies that must be coordinated with, so kudos to the staff for their efforts on this concern.

GM Lewis reported that he worked with Public Works Director Mark Smith and Natural Resources Director Patti Gentiluomo who are aware of the area Ms. Sharman & Mr. Reid referred to in the pictures they sent in, but there are other areas where restoration work also needs to be done. PW Director Smith met with Ms. Sharman and Mr. Reid in late September and explained the process involved.

Staff are hoping to start this project in 2024 and the goal would be to address all the areas in need of attention at the same time. Anytime something is done along a river, there is an extensive permitting process. An engineer would need to be engaged to create a design so that whatever restoration is done along the river, whether it is the placement of boulders, logs, soil, etc. is tied back into the bank and is structurally sound.

The agencies that would be involved are Deschutes County, Oregon State Parks due to the scenic waterway designation, the Department of State Lands, and the Oregon Department of Fish and Wildlife.

Timing wise, it will take 2024 to get the engineering, design, and permitting done. Work in the river can only occur when the water level is low, so the construction period is essentially November through March.

As an illustration, GM Lewis noted when the Marina lagoon was dredged recently, the Resort applied for the permits in the fall of 2021, and the work finally took place in the fall of 2022, so it is a lengthy process.

RECAP OF 12/15/23 BOARD WORK SESSION

President Beenen reported that ODOT District Manager Jim Scholtes was in attendance and provided an update on ODOT's plans relative to highway categories and road conditions on Hwy. 97 this winter. The Board learned yesterday that Lava Butte has been moved back to Category A which allows the use of overtime in the case of a major storm. Despite the last-minute funding of this year's operations, there is a significant budget shortfall that is continuing and is something ODOT will be watching closely.

Michael Hughes with Brown & Brown Insurance provided the Board with an overview of the various insurance policies that SROA has and the coverage going forward. Increases for 2024 are less than what we had anticipated, which is good news.

HR Director Kellie Allen, at the request of the Finance Committee, provided the Board with a brief presentation of the SROA employee benefits.

Assistant GM Kessarlis provided an update on recreation statistics and noted that owners can now update their Member Preference Program cards for 2024. Assistant GM Kessarlis and GM Lewis provided an update on the Strategic Plan Taskforce and Assistant GM Kessarlis provided an update on the Comprehensive Owner Survey Taskforce's efforts to date.

The Board heard from Design Committee Chair Richard Look and Assistant GM Kessarlis on the Design Committee's tree protection recommendations followed by a lengthy discussion.

In Other Business, GM Lewis reported that staff just received word from Mid-State Electric that rates are increasing by 16% in 2024 which equates to an approximate \$25k expense that is not budgeted for since the budget was approved in November.

GM Lewis also provided the Board with the latest letter from TDS regarding hooking homes up to their system and informed the Board that legal counsel is reviewing a number of proposed changes to the Bylaws that will come to the Board in January.

An executive session was held to discuss a legal matter.

BOARD ACTION
BOARD MEETING MINUTES

Director Murray moved to approve the minutes of the November 17, 2023, board work session minutes as corrected. Seconded by Director Burke, the motion passed unanimously.

Director Mobley moved to approve the minutes of the November 18, 2023, board meeting minutes as corrected. Seconded by Director Beard, the motion passed unanimously.

BOARD ACTION
FINANCIALS

Treasurer Pederson referred to the key data sheet noting that we finished the month with an operating deficit of \$52,533 against a budgeted deficit of \$48,457 so not a significant difference from our forecast. Total operating revenue was \$18,210, better than the budget, due to interest income, design review fees, and fines. On the operating expense side, we were over budget by \$22,286 largely because of material & services such as the huge pile of cinders recently received in the Public Works yard.

Year to date, there is a surplus on the operating side of \$220,627 with the year-end projection set at approximately \$100k. The variance from budget is \$333,067 to the good against a budget of a negative \$112,440.

On the non-operating side, there was a deficit for the month of \$377,660 against a budgeted deficit of \$318,394 leaving a variance of a negative \$59,266. Treasurer Pederson noted that ladder fuel grants have been moved to a separate line item. The Association received grants totaling \$411,936 for ladder fuels reduction. On the expense side, we were over budget by \$86,093 largely due to asphalt expenses. Year to date, we are currently at \$1,252,796 which is a positive variance from budget of \$380,260. Total surplus year to date is \$1,473,423 and variance from budget is a positive \$713,327.

Treasurer Pederson reviewed the cash and investment balances noting that while there is still a negative in the operating side, that will disappear in December and January as we transfer money in this last quarter of the year.

President Beenen added that the fact that SROA has \$658k in the operating plan at the end of November

is really an indication of good cash management. Controller Healy has done an excellent job and almost all our money is invested. Treasurer Pederson commented that after the Board's approval last month for the SROA Controller to purchase two to five-year treasuries, Controller Healy and our representatives at 1st Interstate Bank bought a four-year, \$1.5 million treasury and locked in a 4.51% interest rate.

For the month ended November 30, 2023, there was a net operating deficit of \$52,533, which was \$4,076 worse than the budget. Total operating revenue was over budget by \$18,210. Design review fees, ladder fuel fines and interest income were all over their respective budgets for the month. Total operating expenses were over budget by \$22,286. Salaries and burden were under budget by \$18,379 due to open f/t positions in recreation and public works. Material and services were over budget by \$51,746 due to several factors:

- Large purchase of sanding cinders
- Service parts for UV system at Member Pool
- Bobcat tires
- Cutting edges for plows
- Collection fees for past due accounts

In November, grant funds received in 2023 for ladder fuel expenditures were reclassified from the expense account to grant revenue. This gives a more transparent view of the 2023 expenditures compared to funds received. There was \$531,241 spent on road/asphalt work in November.

Through the first eleven months of 2023. There was a net operating surplus of \$220,627, which was \$333,067 better than budgeted. Operating revenues were over budget by \$146,350 mainly due to a Caldera expansion payment, interest income, and positive variances in design review fees, park reservations, and ladder fuel reduction fines. These positive variances were partially offset by shortfalls in special program, gate admissions, and event rental space. Year to date Member Preference Program and Recreation Plus Program revenues are at 101.3% and 100.2% of their respective annual goal. Salaries & burden were under budget by a combined \$158,733 due to open f/t positions in recreation and public works. Material and services expenditures were under budget by \$5,651 through the first eleven months. As of November 30, 2023, there was a combined operating and non-operating surplus of \$1,473,423 which was \$713,327 better than budget.

Total assets as of November 30, 2023, were \$35,411,063. Cash and investments totaled \$14,008,170, a decrease of \$1,099,313 from October. As of the end of November, there was \$13,844,748 invested in FIW money market fund and US Treasuries with durations between 90-days and four years and a yield of 5.18%. A \$1,500,000 four-year treasury note was purchased in November with an annual yield of 4.51%. Receivables for owner's fees (maintenance fund, storage space, fines) \$136,296 of which \$82,788 is over 90-days past due. There is \$90,000 in reserve for uncollectible accounts against owners' receivables. The increase in the current and over 30 days past due is related to ladder fuel and Community Development fines. Construction in progress included public works year, trail signs, and GIS platform design. As of this report date, there has been over \$700,000 in payments received for 2024 maintenance dues. Sales for 2024 MPP and RPP memberships begin on December 15th.

November 30, 2023 (Year to Date Unaudited)

| | <u>ACTUAL</u> |
|------------------------|---------------|
| TOTAL REVENUE | \$12,361,760 |
| TOTAL EXPENSES | \$12,141,133 |
| OPERATING FUND SURPLUS | \$ 220,627 |

Director Murray moved approval of the unaudited financial statements for the month ending November

30, 2023. Seconded by Director Pederson, the motion passed unanimously.

GENERAL MANAGER'S REPORT

GM Lewis reported his recap for activities in November.

GM Lewis continues to participate in the Central Oregon Intergovernmental Council (COIC) Board of Directors meetings as the Tourism and Recreation representative. This will continue to be a monthly on-going participation through end of term of December 31, 2024.

GM Lewis continues to attend Sunriver/La Pine Economic Development (SLED) Board regarding coordination with south county economic development efforts. This will continue to be a monthly on-going participation.

GM Lewis worked with SROA legal counsel regarding fine/fee lawsuits, HR issues, litigation, by-law amendments and more.

GM Lewis worked with SROA collections legal counsel regarding owner non-payment of fee/fines, as well as proceeding with on-going legal actions for such collections according to the SROA Financial Policies.

GM Lewis continues to participate in ongoing/regular meetings with TDS staff regarding the physical construction and eventual migration of owners to fiber to the home and their SROA account.

GM Lewis continues to participate in the on-going Newberry Partnership Strategic Action Plan for south Deschutes County.

GM Lewis continues to attend and participate in the regular monthly meetings of the Owner Enrichment, Finance, and Covenants committees, the Dog Park Task Force, Strategic Plan Taskforce, Admissions Model Workgroup and Design Committee, as necessary.

GM Lewis continued to work with department heads to finalize their 2024 budgets.

GM Lewis worked with the HR Director on a number of issues.

In the Accounting Department, Controller Healy prepared the unaudited financials for the month ended 10/31/23.

The Controller presented the investment proposal for purchases of treasuries with a duration of between two and five years to the Finance Committee and Board.

The Controller presented the 2024 operating and reserve budgets to the Finance Committee and Board of Directors.

The full reserve study was finalized.

Accounting staff began preparation of 2024 invoice mailing.

In IT, the old Docuware host has been decommissioned and moved.

New switches have been installed at SHARC.

An encrypted password vault has been created for IT.

Phase I of the recommended security fixes after penetration testing has been completed.

IT staff set the Community Development Director up for remote work capability.

IT staff added the vehicle maintenance interface to the internal Sunriver database.

Adjusted work order forms to display updated SROA logo and fit to one page.

Creation of a new citation and notification system is underway.

Onsite needs assessment for GIS completed with Tetrattech.

Georeferenced the RV lot map to be interactive for reservations and costs.

Created query to cross reference TDS data with SROA's to generate a list of emails they did not have. This allows for an interactive map for the TDS fiber to the home project.

A new laptop was configured for the executive assistant.

Monitors were replaced in Member Services.

Phone tree recording testing was conducted.

In the Communications Department, Scene advertising was at \$26,456 (includes ads for Owner Directory; November 2022 was \$27,931.)

There were 164 reads of the online November Scene including readers from Sweden and Australia.

SROA websites most popular pages in November were weather and tree flagging, and calendar.

The SHARC websites most popular pages were recreation swim, calendar, and plan your visit.

November eblasts included information about Sip Sip Soiree and holiday lights rule.

Social media projects promoted soiree wine events, SROA/SHARC Thanksgiving hours and holiday lights rule.

Additional projects included design and printing of 2024 Recreation Guest Passes, Recreation Plus posters, member brochures, and the 2024 Owner Guide.

Communications staff made more updates to forms related to the new Design Manual, designed event space marketing materials for upcoming bridal shows and finalized the design of the new kiosk map.

The Community Development Department reports the Design Committee meetings continue to occur on a regular schedule with multiple items on each agenda – the two November meetings had a total of seven items combined – 2 and 5).

There are currently approximately 338 active projects/building permits (up by 15 from the previous month of Oct.)

The number of applications submitted in November was down from the same month in 2022 - from 81 in 2022 to 68 in 2023.

Community Development staff continued issuing compliance letters for design and rule violations.

Community Development staff participated in Magistrate Hearings for background on violations and citations.

Community Development staff continue modifying the new application forms and informational handouts, as necessary.

Community Development staff continue to provide updates to the Design Committee on the procedural elements in the new Design Manual of Rules & Procedures and how staff conveys those to owners.

Community Development staff worked with the Design Committee on continued discussion of tree protections.

The Natural Resources (NR) staff prepared and mailed ladder fuels reduction (LFR) fifth violation letters.

NR staff performed annual fall ladder fuels reduction inspections of private properties (south end).

Ladder fuels reduction and tree thinning continued on commons.

NR staff completed the 2023 Firewise Communities USA recertification.

NR staff completed the annual asbestos awareness training for field staff.

NR staff completed the annual asbestos cap inspection at SHARC.

NR staff started flagging property lines and marking trees for the 2024 LFR contract.

Public Works staff completed winterization of all sports courts and completed the last round of ladder fuel pickups for the year.

Firewood being moved from hard to access areas will now be moved to the Owners Park where owners with a Wood Gathering Permit can access it.

All fall road projects were completed on time and within budget.

Edge of road hazards are being removed and road patching is taking place.

Snow poles and markers are going up.

A lot of training for new people on snow removal equipment is underway.

Repairs and fabrications have been completed on the plows.

A truck with a plow and trailer was sold per the reserve replacement schedule.

Repairs to the snowmelt system at SHARC are completed and working well.

The sledding hill has been prepared for use including placing straw bales.

The foundation of the new PW building is completed as well as underground plumbing and building electrical.

Longtime PW employee Perry Thatcher has retired after 30-years with SROA.

Two new PW employees have been hired, but we are still down two. Katie successfully completed her CDL.

The Recreation Department reports 7,299 Member Preference Program (MPP) memberships have been sold in 2023 and 914 homes/condos are currently participating in the Recreation Plus Program (RPP) which is 10 less than the same time in 2022.

There was a total of 7,023 visitors to SHARC in the month of November versus 7,417 in October of 2022, and 8,202 in 2019.

The November Sip, Sip Soiree was a sell out and everyone appeared to have a fantastic time.

The Member Holiday Party is set for Thursday, December 28th beginning at 4 P.M. All members are welcome to attend.

SHARC will be closed on Christmas Day.

RPP usage reports have been communicated to property managers.

SHARC is currently operating at winter staff levels.

LIAISON AND COMMITTEE REPORTS

Copies of the minutes received from committees that met last month were included in the Board binders.

SUNRIVER SERVICE DISTRICT (SSD) REPORT

Director De Alicante reported the new building is coming along nicely and the SSD Board at their meeting yesterday approved the next \$876k in funding for the project. The project is still on schedule and on budget to date and things are going well. The lack of snowfall has been good news in that it has allowed them to complete significant portions of the exterior of the building. They are now working on the rough-in in the interior of the building.

In the Police Department, Sergeant Tory Kornblum has been promoted to Captain Tory Kornblum and she was sworn in about a week ago. Captain Kornblum has been with the Sunriver Police Department since 2022 and she is doing a fantastic job.

In the Fire Department, things have been slower now that summer is over. Ambulance calls have been relatively low in comparison to historical numbers.

Director Mobley inquired about the status of the SSD Managing Board considering changing the number

of SROA board members required to be on the SSD Managing Board of which the current number is two. President Beenen responded that the SSD Managing Board has drafted a new management agreement that was provided to Directors Beenen and De Alicante at their last meeting. President Beenen has not had the opportunity to read it thoroughly but based on previous discussions, what they are proposing is that there be one member from the SROA Board and further they want to run their own nomination process for board candidates going forward.

BOARD ACTION
TREE PROTECTION

Director Burke moved to approve the recommendations from the SROA Design Committee, submitted on Friday, December 15, 2023, in reference to new and amended language to replace Section 3.18 a.f. of the current Design Manual of Rules and Procedures. See attached hereto noted by Exhibit A, as pertaining to wildlife damage mitigation for trees only, on private property. Seconded by Director Murray.

Director Murray noted that during Friday's discussion on this topic, the suggestion was made to put the motion on hold and put it out to owners for a couple of months recognizing that he believes this is of little interest to most of our members.

President Beenen commented that indeed any Board member can put forward a motion today to table the issue if they so choose. Additionally, President Beenen believes the Board is much more aware of these issues as they are provided with information relative to a given subject monthly and while that information is also available to owners, it's unknown how many owners take the time to avail themselves to all the information provided to better educate themselves on a particular issue in front of the Board.

The thing that comes to mind for President Beenen is have we done a good enough job in communicating that to owners, so they understand what is happening. And, as was mentioned yesterday, due to the time of year, there is not a sense of urgency to decide today.

The Board discussed adding the information they received this month to the SROA website in a more prominent way, sending out an eblast to encourage owners to study the issue if it is important to them, and prominently featuring it in the Sunriver Scene. President Beenen feels it is important for owners to have Exhibit B readily available so they can better understand all the things that the Design Committee did in researching and producing this set of rules. It is not arbitrary. There is a lot of arduous work that went into this issue. Additionally, there is already a Sunriver You Town Hall Forum scheduled for Thursday, January 11, 2024, which could include this information and could be advertised via an email blast. If the Board does all of the above, we will have availed ourselves to the technology currently available to us and utilized all forms of communication with our owners.

Director Mobley added he would like to see both Exhibits A & B be available to owners in a forum so there will be an opportunity for people to read it all and what has been in controversy so they may begin to understand the reasons behind why and where we currently are on this issue. This will hopefully allow the Board to get a sense of how deep the concern is in our ownership and if there are new arguments, the Board will learn those, if there is a high level of satisfaction with Exhibit A, we will learn that as well. Director Mobley feels that it is a good opportunity to use the technology we have available and find out what owners have to say and how many owners are concerned about this issue as well.

Director De Alicante commented he is not in favor of imposing new rules where we are not solving some problem. The Board carefully considered the Design Manual of Rules & Procedures prior to approving it and then the deer and beaver browsing issue was brought forward as something that had not been thoroughly considered. Director De Alicante added that the Board has already considered the information

submitted on plants, “When proposed, landscaping shall be consistent with the following requirements: Should not use cages, wire mesh, or fencing to protect trees, shrubs, perennials, grasses, ground cover, or other vegetation.”

Director De Alicante thought that was sufficient and that the Board had spent enough time on it, and they should focus on trees and to that end he is uncertain why the committee chose to include language related to such. He agrees with allowing additional time for owners to educate themselves and weigh in on the issue if they choose.

Director Mobley moved to table the motion. Seconded by Director De Alicante.

The Board held further discussion on the issue and the importance of having an end date for comments, so owners are aware of how long they have. The suggestion was made to follow the 60-day comment period practice that is in place and is generally used for items such as this. GM Lewis noted that a 60-day comment period would end in mid-February which would then allow time for the Design Committee to have thoroughly reviewed all comments received and decide as to whether they want to alter their initial recommendation to the Board.

Director Mobley, having carefully listened to this discussion, agreed with the general manager.

Director Mobley moved to withdraw his motion table the action. Seconded by Director De Alicante.

Director Mobley moved to postpone this matter as described and afford a 60-day owner comment period starting today and ending on February 14th. Seconded by Director Murray, the motion passed unanimously.

The comment period will end on February 14th, and this issue will be included on the March Board meeting agenda.

OTHER BUSINESS

President Beenen referenced the proposed dog park location and noted the good work that has been done on this long-awaited project. That said, he believes that should be communicated more heavily as he feels we need more people to understand exactly what is happening such as why the other options for location of a dog park were not chosen over the Cottonwood location. That kind of information is very helpful for people to understand why the taskforce chose it as the best site.

Director Gillies noted that to date, an email blast was sent to owners regarding the project and location, an open house was held at the site for anyone who wanted to attend and there has been a Sunriver You forum held on the topic as well, so there have been efforts made to engage the public.

GM Lewis noted that when the task force comes to the Board with their final report and recommendations, it will include all the research they did on other available sites, etc. GM Lewis added that when he and Assistant GM Kessarlis met with the leadership for both churches, they also reminded the leadership that the Cottonwood property is designated for park use and absent the dog park, there will be at some point a playground, pickleball courts, etc. added to that location which will also produce some noise. He also conveyed to them that he will defend SROA’s right to develop that location despite the churches decision to develop their churches in that location whilst knowing it is zoned for park and recreational use.

Treasurer Pederson also felt it important to note that if the Cottonwood location is chosen, it is not a given

that the park will be closed on Sunday mornings. The taskforce said that is something that could be considered if noise becomes an issue. Initially, sound barrier panels such as we have at the pickleball courts at Fort Rock Park will be installed on the fence on the church side and the group is hopeful that will muffle any noise. A number of Board members also noted they have visited numerous dog parks and have never found excessive barking to be a problem.

Lastly, in other business President Beenen thanked the rest of the Board for their participation and hard work this year and wished them and their families all a very happy holiday.

There being no other business, President Beenen asked for a motion to adjourn.

Director De Alicante moved to adjourn the meeting. Seconded by Director Mobley, the motion passed unanimously.

The meeting was adjourned at 10:54 A.M.

Respectfully Submitted,

Scott Gillies, SROA Secretary

(2)

FINANCIAL REPORT & RESOLUTIONS

No financial statements this month. The Board will receive the December 2023 & January 2024 financial statements at the February 17th meeting.

(No Board Motion Required)

(3)
GENERAL MANAGER
AND
DEPARTMENT REPORTS

**(For informational purposes only, No Board action
required.)**

SUNRIVER OWNERS ASSOCIATION
Board of Directors Meeting
January 20, 2024
General Manager's December 2023 Activity Report

- **Administration**
 - Regular monthly meeting with the Sunriver-La Pine Economic Development (SLED) Board regarding coordination with south county efforts economic development. This will continue to be a *monthly on-going participation*.
 - Continued follow-up work with SROA Legal Counsel regarding fine/fee lawsuits, HR issues, litigation, by-law amendments and more.
 - Multiple HR issues with HR Director and appropriate staff.
 - Attend and participate in the following monthly SROA Committee, Task Force and Work Group meetings as necessary: Dog Park Task Force, Owners Survey Task Force, Strategic Plan Task Force, Nominating Committee and OEC.
 - Meet with County Administrator RE: TRT issues.
 - Additional follow up with architects to discuss future remodeling at SROA Administration building and SHARC.
 - Participated in on-going Newberry Regional Partnership Strategic Action Plan for south Deschutes County.
 - Conduct annual employee evaluations.
 - Follow up with various Board members and owners regarding comments during the owner's forum portion of Board meetings.
 - Ongoing/regular monthly meetings with TDS Staff regarding the physical construction and eventual migration of owners to fiber and SROA account.

- **Accounting:**
 - Presented the unaudited financial statement for the month and year ended 11/30/23.
 - Emailed and mailed 2024 payment invoices.
 - Began collection of 2024 maintenance dues, MPP and RPP revenues.
 - Finalized 2024 operating and reserve budgets.
 - Attended Deschutes County Audit Committee meeting.

- **IT:**
 - Outages:
 - None.
 - Information Technology
 - Setup the Azure foundation and security to move servers into Azure.
 - Setup Azure VPN and DNS server
 - First server configuration in Azure for File shares
 - IT department cleanup. New desks, organized server room shelves

- Updated the furniture and cleanup in production area.
- Started file server move to cloud project.
 - New file server setup in Azure (Doing testing)
 - Started moving U-drives to OneDrive.
- Jesus attended Azure Administrator training.
- Added new IT Tasks and 2024 In Teams drive for tracking and reporting.
- Posted new Desktop Support Tech job.
- Security/Compliance
 - Setup email notifications on all backups.
 - Monthly DR test.
 - Completed phase II of recommended security fixes after penetration testing.
 - Setup Qualys server for quarterly vulnerability scans.
- Community Development/SROA Database/GIS
 - Setup Jacki for Remote working.
 - Cleanup and setup area with new computer for new hire next to Jacki.
 - Database.
 - SROA Vehicle Maintenance User Interface.
 - Added New work order popup.
 - Added New Labor and Service interface.
 - GIS
 - Kickoff meeting with TetraTech.
 - Gabe, comdev, NR & PW dashboard training completed.
 - Created Tetra Tech secure remote access into 2 files on K drive.
 - Updated tax lot data in SROA Gis database.
 - Updated SROA ESRI Licensing to reduce annual costs.
- Accounting/Finance/Administrative
 - Final ADP transfer for SSD.
- SHARC
 - Configured and installed new NVR (video camera) for Members pool.
 - Replacement phone for Brandon.
 - Switch replacement in pump room.
- Public Works
 - Removed old fuel system equipment.
 - Setup new laptop for Wendi.
- **Communications:**
 - Scene:
 - December Scene advertising was \$48,057.02 (I believe this is the biggest ad sales month in Scene history. We had a LOT of (especially real estate) advertisers pay up front for the year).
 - There were 353 reads of the December online Scene. Readers included Sweden, Australia, United Kingdom and Canada.
 - Web sites / social media: In the past 30 days...

- SROA: Top pages included weather, firewood, Member Preference.
- SHARC: Top pages included recreation swim, calendar and plan your visit.
- Social media: Promoted soirée, SROA/SHARC holiday hours, holiday light rule.
- Eblasts included information December soiree, owner holiday party, holiday closures and snow/ice control procedures.
- Projects:
 - Continue to update forms related to the new Design Manual.
 - Updated/printed 2024 firewood permit & load tags.
 - Finalizing work on the new kiosk maps.
- **Community Development:**
 - Design Committee meetings are continuing to occur on a regular schedule, with multiple items on each agenda – the one December meetings had a total of 2 items. There were no submittals for the typical second meeting of the month.
 - There are currently (end of December) approximately 322 active projects/building permits (down by 16 from the previous month of November).
 - The number of applications submitted in December was up from the same month in 2022 – from 18 in 2022 to 48 in 2023.
 - Continued issuing compliance letters for design and rule violations.
 - Participated in Magistrate Hearings on violations and citations.
 - Continued modifying new application forms and informational handouts.
 - Continue to provide updates to the Design Committee on the procedural elements in the new design manual and how staff will convey those to the owners.
 - Work continued discussion of “Tree Protections” with the Design Committee.
 - There were no appeals of Design Committee decisions.
- **Natural Resources:**
 - Prepared and mailed ladder fuels reduction (LFR) 6th violations.
 - Completed summer/fall 2023 LFR and tree thinning contracts on commons.
 - Started winter 2023/2024 LFR and tree thinning project at SHARC.
 - Completed “Working with GIS Dashboards” training.
 - Completed 2023 Tree City USA recertification.
 - Processed private property LFR inspection data.
 - Performed site visits regarding tree removal requests on private properties.
- **Public Works:**
 - Parks/Commons/Tennis
 - Reopened Sport Courts at Fort Rock playground area and they are receiving a lot of use.
 - Log rounds moved to MMP and developed an area for firewood splitting.
 - Installed a demonstration section of a new permeable pathway surface that is made of recycled plastic and meets ADA standards. It is located just off the new restroom.
 - Picked up several loads of very large rounds of firewood from commons and relocated to MMP. This will be ongoing.

- Pathway/Roads
 - Installed light covers on the new Mid-State streetlights.
 - Pruning willows along the meadow pathway sections.
 - Warranty road repair on circle A and B.
 - One full plow of pathways and roads for December. The least in 15 years.
 - Fleet
 - Repairs to bucket truck lift system.
 - Wildfire engine repair for SSD.
 - Facilities/Aquatics:
 - SHARC
 - Locker room child seps installed.
 - Co2 injection systems maintenance.
 - MEMBERS POOL
 - None.
 - Public Works Building:
 - Installed fire vault and backflow and tapped main water line.
 - Backfilling around newly pored slab.
 - Received block on site for the lower section of the building.
 - Miscellaneous/Other:
 - Hired one new PW employe, two to go. Will open the Operations Manager 1/1/24.
 - Employee evaluations completed.
- **Recreation:**
- Sales/Visits – YTD (12-31-2023)
 - 7,299 Memberships (MPP) purchased YTD vs 2022 year-end 7,417.
 - 914 homes are enrolled for 2023 RPP, 10 below 2022 year-end total.
 - 2023 SHARC saw 7,615 visits in December vs. 2022 at 7,904; 2019 unrestricted access was 12,099, including tubing visits.
 - This is amazing data as it felt far less busy with only 300 less visits in the entire month, 100 less over the 2-week holiday period. We have become very efficient and used to crowd management over the past 2 years.
 - The fitness center was full using our reservation system the entire week after Christmas and ½ full the week prior.
 - The lack of snow has impacted the customer service side as we have far less tubing/sledding road condition calls to answer. Our website updates have been received well.
 - Operations
 - The December 10th Sip Sip Soiree was very educational to staff from a scheduling/operational standpoint, but lower than expected turn out. These events (if done annually) will be a great complimentary addition to our Uncorked Event.
 - The Member Holiday Party was phenomenal, musician extraordinaire Leslie Knight said it was the busiest she recalls.

- Sales have been slower on RPP renewals with date reports provided on 12/8/23 and renewals commencing on 12/11/23.
- MPP processing began 12/15/23, most of these have been migrated to online processing and we have avoided long renewal lines of years past over the holiday break.
- Interviews for all open Events positions commence on Friday 1/5/24. Looking forward to restructuring our Event Department for 2024 based on Community & Member priority offerings.
- Staffing
 - Seasonal staff reductions – operating at winter staff levels. Fully staffed for holiday weeks.
- **Board Tasks for January:**
 - There will be an Executive Session at the January 19th Work Session but not at the January 20th Business Meeting.

SROA Admissions Model Workgroup Monthly Recap: December 10, 14, and 31, 2023

| <u>Member Preference Membership issued - YTD as of:</u> | | | 2023 vs 2022 |
|---|--------------|--------------|--------------|
| | 12/14/2023 | 12/13/2022 | Variance |
| Member Preference - Sold YTD 2023 (New) (+5 in Nov 23') | 739 | 709 | 30 |
| Member Preference - Sold YTD 2023 (Re-new) (+ 3 in Nov 23') | 5,738 | 5,835 | -97 |
| Member Preference - Sold YTD (New & Re-New) | 6,477 | 6,544 | -67 |
| All membership including Extended Household/Commercial | 7,287 | 7,417 | -130 |

Note: Total Member Preference sold '22 = 6,544, thru 12-13-22
 Note: Total Member Preference sold '21 = 6,594, thru 12-08-21
 Note: Total Member Preference sold '20 = 5,209, thru 12-14-20
 Note: Total Member Preference sold '19 = 6,550, thru 12-14-19
 Note: Total Member Preference sold '18 = 6,584, thru 12-14-18

| <u>Recreation Plus Program - 2023 YTD Sales</u> | | | 2023 vs 2022 |
|---|------------|------------|--------------|
| | 12/10/2023 | 12/13/2022 | Variance |
| Rec Plus Renewals (+ 0 in Dec 23'; + 0 in 22') | 856 | 805 | 51 |
| Rec Plus New (+ 0 in Dec 23'; + 0 in 22') | 62 | 119 | -57 |
| | 918 | 924 | -6 |

2023 Recreation Program Sales YTD by bedroom

| 12/10/2023 | New | Re-new | |
|---|------------|------------|----------------|
| One Bedrooms (4 cards, \$1,260) | 0 | 15 | |
| Two Bedrooms (6 cards, \$1,890) | 13 | 134 | |
| Three Bedrooms (8 cards, \$2,520) | 25 | 397 | |
| Four Bedrooms (10 cards, \$3,150) (+ 2 in July) | 17 | 214 | |
| Five Bedrooms (12 cards, \$3,780) | 5 | 74 | |
| SSD Purchase | 1 | | |
| Six Bedrooms (14 cards, \$4,410) | 1 | 13 | |
| Seven Bedrooms (16 cards, \$5,040) | 0 | 6 | |
| Eight Bedrooms (18 cards, \$5,670) | 0 | 3 | Combined Total |
| 2023 YTD Total + 1 SSD Purchase | 62 | 856 | 918 |
| 2022 YTD Total | 119 | 805 | 924 |

2023 & 2022 Recreation Program Sales YTD by type

| | 12/10/2023 | 12/13/2022 | 2022 Totals |
|---|------------|------------|-------------|
| RPP's by Individual Property Owners | 313 | 283 | 283 |
| RPP's by Property Managers/Condo Assoc's | 605 | 641 | 641 |
| RPP Total - Prop Owners & Prop Mgrs. | 918 | 924 | 924 |

| | 2024 @ \$334K | 2023 @ \$375K | Variance |
|------------------|----------------|----------------|----------|
| RPP Sales | 12-11 to 12-31 | 12-13 to 12-31 | |
| New | 9 | 5 | 4 |
| Renew | 104 | 126 | -22 |

| | | | |
|--|------------|-----------------|----------|
| Facility - Event Space Rental/A/V/Linens/Bar Sales YTD vs Budget | (\$62,656) | YTD Sales Total | \$65,844 |
| 2023 Event Space Rental/A/V/Linens/Bar - Annual Budget | \$128,500 | | |
| YTD % of Annual Budget | 51.2% | | |

Total overall admissions @ SHARC

Daily Admission Highlights:

| | 2023 | 2022 | 2023 Dec vs 2022 Dec |
|---|--------------|--------------|-------------------------|
| | December | December | |
| | 9,784 | 8,190 | 1,594 |
| Member Preference | 3,825 | 3,243 | 582 |
| Member Guest \$ (60% discount off Gate price) | 69 | 40 | 29 |
| Extended Household (Annual) | 351 | 355 | -4 |
| Recreation Plus | 4,064 | 3,246 | 818 |
| Gate Admission | 233 | 259 | -26 |
| Central Oregon Sundays - Off-Season only for 2023 | 33 | 9 | 24 |

YTD Total SHARC Admissions - through 12/31

| 2023 | 2022 | 2023 vs 2022 |
|----------------|----------------|---------------|
| 212,858 | 200,639 | 12,219 |

| | 2023 | 2022 |
|---|---------------|---------------|
| Member Guest Passes issued through 12/31 | 51,070 | 56,448 |
| Guest Passes redeemed at SHARC | 11,886 | 11,843 |
| Guest Passes redeemed at North Pool through 09/30 | 4,176 | 4,644 |

| | 2023 YTD | 2022 YTD | 23 vs '22 Tot |
|-------------------------------|---------------|---------------|---------------|
| Member Pool Attendance | 17,636 | 20,039 | -2,403 |

| | |
|---|-----------------|
| 2023 YTD Net Profit Tennis/Pickleball (\$92.5K rev -\$73.5K exp) | \$18,991 |
| YTD Net Profit vs Budget - Tennis/Pickleball | \$26,047 |

| 2023 Recreation Budget Goals/Year-end Totals | Total Budget | YTD Revenue 12/10 & 12/31/23 | YTD % of Annual Budget |
|--|--------------|------------------------------------|------------------------------|
| Note: Annual MPP, Ext. Household, Ext. Comm - Budget is: | \$600,955 | \$608,013 | 101.1% |
| Note: Annual Recreation Plus Budget is: | \$2,452,233 | \$2,455,904 | 100.1% |
| Note: Annual Gate Budget is: | \$587,050 | \$567,851 | 96.7% |

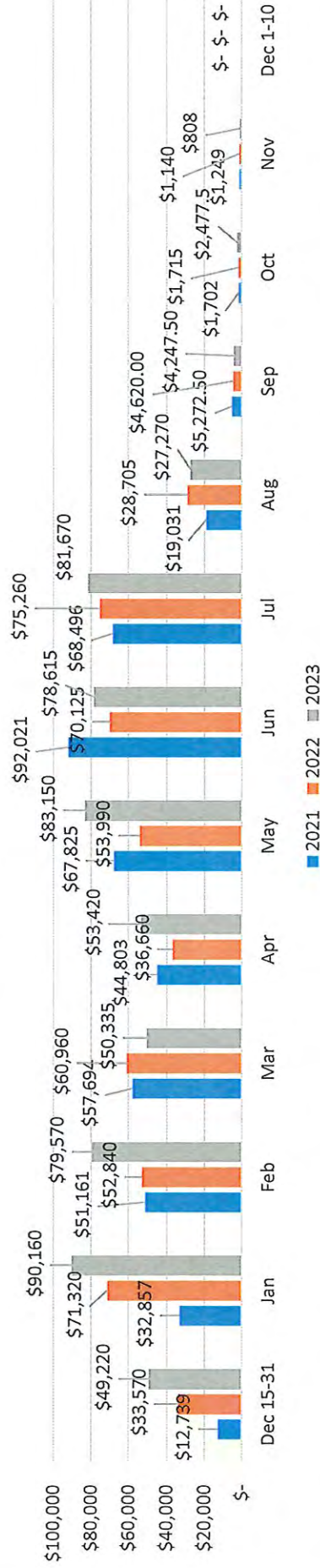
| Café | Season Sales | SROA % |
|------|---------------------|--------------------|
| | \$532,672.22 | \$79,900.83 |

| | 2024 | 2023 | Variance |
|--------------------|-----------------|-----------------|-----------------|
| | 12-15 to 12-31 | 12-09 to 12-31 | |
| MPP Sales | | | |
| New | 60 | 44 | 16 |
| Renew | 339 | 312 | 27 |
| Extended Household | 58 | 140 | -82 |
| | \$40,995 | \$49,220 | -\$8,225 |

Notes:
Light blue and **bold blue** colors indicates a + change from 2023 as compared with 2022 or a + \$ amount over budget
Bold maroon color indicates a - variance in sales and attendance totals for 2023 vs 2022 YTD.
 Green color indicates a + change from the previous month for Rec Plus sales

To: SROA Board of Directors
 From: KEITH KESSARIS
 Subject: December 1st-10th for MPP & 1st -14th for RPP MEMBERSHIP SALES and ADMISSIONS ATTENDANCE
 Created: 01-16-23
 Membership Units Issued - Highlights

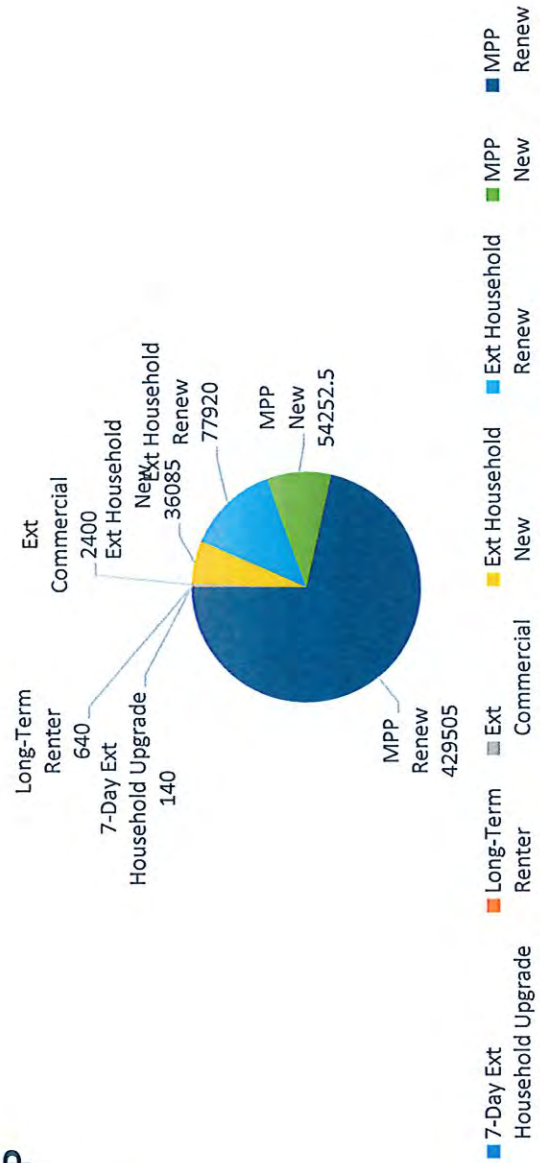
2021-2023 MPP Income By Month



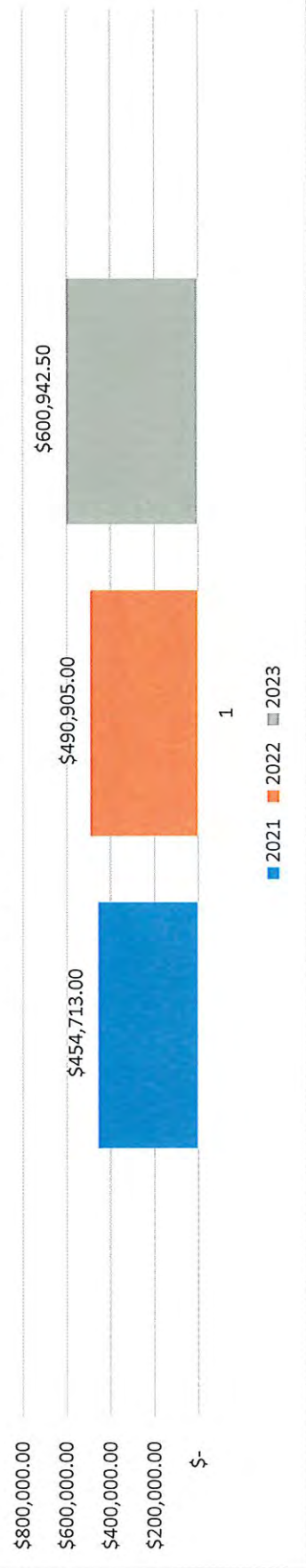
2021-2023 YTD MPP Total Passes Issued



2023 YTD MPP Income % of Total



2021-2023 YPT MPP Total Income



DIRECTORS REPORT FOR COMMUNITY DEVELOPMENT

DECEMBER 2023

| Line # | Community Development | Previous month Y-T-D | This Month | | Prior Y-T-D | %Difference |
|--------|---------------------------------------|-------------------------|------------------|------------------|----------------|------------------------|
| | Activity | | Current Month | Current Y-T-D | | Current/Prior Y-T-D |
| | | | | | | |
| 1 | BUILDING PERMITS ISSUED FOR NEW HOMES | 4 | 0 | 4 | 9 | -56% |
| 2 | NEW CONSTRUCTION SUBMITTAL | 13 | 0 | 13 | 7 | 86% |
| 3 | REPLACEMENT HOMES (NEW CONSTRUCTION) | 0 | 0 | 0 | 0 | 0% |
| 4 | MINOR ADDITIONS | 16 | 0 | 16 | 35 | -54% |
| 5 | ALTERATION/ADDITIONS | 21 | 2 | 23 | 31 | -26% |
| 6 | COMMERCIAL PROJECTS | 3 | 0 | 3 | 2 | 50% |
| 7 | MULTI-FAMILY RESIDENCES | 0 | 0 | 0 | 0 | 0% |
| 8 | COMMON AREA IMPROVEMENTS | 0 | 0 | 0 | 0 | 0% |
| 9 | PRELIMINARY PROPOSALS | 12 | 1 | 13 | 15 | -13% |
| 10 | RE-REVIEW APPLICATIONS | 14 | 1 | 15 | 17 | -12% |
| 11 | ADMINISTRATIVE APPROVAL APPLICATIONS | 976 | 48 | 1024 | 1181 | -13% |
| 12 | FOOTING INSPECTIONS PERFORMED | 14 | 0 | 14 | 28 | -50% |
| 13 | FINAL INSPECTIONS PERFORMED | 391 | 60 | 451 | 753 | -40% |
| 14 | ESCROW INSPECTIONS PERFORMED | 53 | 5 | 58 | 41 | 41% |
| 15 | OWNER CONCERN FORMS ANSWERED | 49 | 1 | 50 | 58 | -14% |
| 16 | OWNER COMPLIANCE REQUEST FORMS SENT | 62 | 13 | 75 | 160 | -53% |
| 17 | CONTRACTOR REGISTRATIONS 10/1-9/30/23 | 4 | 76 | 80 | 171 | -53% |
| 18 | TOTAL WARNINGS ISSUED | 16 | 0 | 16 | 14 | 14% |
| 19 | TOTAL CITATIONS ISSUED | 74 | 5 | 79 | 88 | -10% |
| 20 | DESIGN REVIEW NOTICES MAILED | 2048 | 32 | 2080 | 3117 | -33% |

ESCROW ACCOUNT BALANCE: \$132,050 AS OF 11/30/2023

Keith Kessarlis
Assistant General Manager

**Sunriver Owners Association (SROA)
Natural Resources Department
Monthly Report – DECEMBER 2023**

| Ladder Fuels Reduction (LFR) Program | Current Month | Year to Date (YTD) | Previous YTD |
|--|----------------------|---------------------------|---------------------|
| Permits issued* | 14 | 1,155 | 823 |
| Courtesy letters | 0 | 601 | 325 |
| Advisory – Deficiency letters | 0 | 132 | 64 |
| Advisory – Deficiency postcards | 0 | 129 | 63 |
| Notice of Deficiency letters | 0 | 115 | 51 |
| Notice of Violations | 2 | 110 | 27 |
| Inspections completed (Final & Fall LFR, MPB, etc.) | 2 | 1,737 | 1,813 |
| Other letters/postcards | 0 | 475 | 1,998 |
| Noxious Weeds Program | | | |
| Courtesy letters | 0 | 408 | 367 |
| Notice of Deficiency letters | 0 | 108 | 154 |
| Reminder – Deficiency postcards | 0 | 0 | 120 |
| Notice of Violations | 0 | 12 | 17 |
| Inspections completed | 0 | 1,190 | 1,166 |
| Other letters/postcards | 0 | 0 | 0 |

* Includes permits issued with LFR courtesy and deficiency letters.

| Firewood Permit Program | Current Month | Year to Date (YTD) | Previous YTD |
|--------------------------------|----------------------|---------------------------|---------------------|
| 2023 Permits issued | 7 | 262 | 205 |

Department Highlights:

- Prepared and mailed ladder fuels reduction (LFR) 6th violations.
- Completed summer/fall 2023 LFR and tree thinning contracts on commons.
- Started winter 2023/2024 LFR and tree thinning project at SHARC.
- Completed “Working with GIS Dashboards” training.
- Completed 2023 Tree City USA recertification.
- Processed private property LFR inspection data.
- Performed site visits regarding tree removal requests on private properties.

(4)
LIAISON & COMMITTEE REPORTS

MEETING MINUTES

Finance

**(For informational purposes only, no Board action
required.)**

Covenants (Last met in Oct.)

**Design (Meet twice a month. There was only one meeting in Dec
due to lack of submittals and you received those minutes in
November.)**

Finance (Met on Dec. 14th)

Nominating (Met on Jan 2nd)

**Owner Enrichment Committee
(Met on Jan. 10th)**

Finance Committee Minutes
November 16, 2023
SROA Board Room

Members Present: In person: Mark Murray, Clark Pederson Via zoom: Michael Applegate, Brad Banta, Luis Bayol, Gerhard Beenen, Veronica Jacknow, Keith Mobley, Corey Wright.

Alternate Members Present: Steve Murray

Staff Present: Kellie Allen, Joe Healy, Keith Kessar, James Lewis, Mark Smith

Clark Pederson called the meeting to order at 9:00 a.m.

Approve Minutes from October 19, 2023

The Committee unanimously approved the Finance Committee minutes of October 19, 2023, with corrections.

Approve Minutes from October 31, 2023

The Committee unanimously approved the Finance Committee minutes of October 31, 2023, with corrections.

Review of October 21, 2023 SROA Board Actions

There were no comments on the October 21, 2023 SROA Board Actions items

Approve October 31, 2023 Unaudited Financial Statements

For the month ended October 31, 2023, there was a net operating surplus of \$17,845 which was \$56,217 better than the budget. Total operating revenue was over budget by \$33,214. Design review fees, ladder fuel fines and interest income were all over their respective budgets for the month. Total operating expenses were under budget by \$23,003 due to savings in material and services and legal fees. The only legal costs for October were the \$2,500 general services for the month which included Board of Directors training.

Through the first ten months of 2023, there was a net operating surplus of \$273,159 which was \$337,143 better than budgeted. Operating revenues were over budget by \$128,141 mainly due to a Caldera expansion payment, interest income, and positive variances in design review fees, park reservations and ladder fuel reduction fines. These positive variances were partially offset by shortfalls in special program, gate admissions and event space rental. Year-to-date MPP and RPP revenues are at 101.1% and 100.1% of their respective annual goal. Salaries & burden were under budget by a combined \$140,354 due to open f/t and p/t positions in the first half of the year. Material and services expenditures were under budget by \$57,397 through the first ten months. It is anticipated that the majority of this positive variance will continue through year-end. \$577,670 has been earned in interest income year-to-date in the operating and reserve accounts. As of October 31, 2023, there was a combined operating and non-operating surplus of \$1,869,515 which was \$742,569 better than budget.

Total assets as of October 31, 2023, were \$36,417,845. Cash and investments totaled \$15,073,383, a decrease of \$467,340 from September. As of the end of October, there was \$14,668,364 invested in FIW money market fund and US Treasuries with durations between 90-day and 2-year and a yield of 5.26%. Receivables for owner's fees (maintenance fund, storage space, fines) and RPP payment plans

were \$128,246, of which \$86,302 is over 90-days past due. There is \$90,000 in reserve for uncollectible accounts against owners' receivables.

Cash Flow Update

As of October 31, 2023, there was \$15,073,383 in total cash and investments of which \$2,135,018 was in the operating fund.

Investment Proposal

Joe Healy presented a proposal for allowable investments of longer than two years and up to five years. After discussion, it was unanimously approved to recommend to the Board of Directors the authorization of up to three million dollars of investments of longer than two years and up to five years.

2024 Operating and Reserves Budgets

James Lewis and Joe Healy presented a draft of the 2023 Operating and Reserve budgets. A balanced budget was presented which included a 3.75% increase to the monthly maintenance assessment (\$153.74 to \$159.51) and a 3.5% wage pool. Proposed fee increases included a 5% increase in the Recreation Plus Plan, increasing extended household passes from \$160 to \$190 per card and court fees from \$25 to \$40 for ninety minutes. The reserve budget presented includes total expenditures of \$4,226,119 of which \$482,590 were new capital expenditures. After discussion, it was unanimously approved to recommend to the Board of Directors the 2024 operating and reserve budgets.

Employee Benefit Review

Human Resource Director Kellie Allen reviewed the SROA employee benefit package which includes employer paid medical/vision/dental insurance for employee and portion of dependents, 401(k) retirement plan and vacation/sick/holiday pay.

The meeting adjourned at 10:45AM

The next Finance Committee meeting is set for December 14, 2023 at 9AM

Submitted by Joe Healy

(5)

SUNRIVER SERVICE DISTRICT REPORTS

**(For informational purposes only, no Board action
required.)**

SUNRIVER SERVICE DISTRICT

MINUTES OF BOARD REGULAR MEETING

3:00 p.m. Thursday, November 16, 2023

Meeting In Person at the SROA Board Room and Via Microsoft Teams

Call to Order: Chair Fister convened the meeting at 3:00 p.m. Chair Fister noted an earlier agenda included a walk through of the construction site, but due to the amount of people present that would not be happening. If a walk-through is desired, contact OR/PM Doug Nelson.

Roll Call: Chair Fister, Vice Chair Shoemaker, Treasurer Beenen (via Teams), Dir. Ralston, Dir. Hepburn, Dir. Kelley, and Dir. De Alicante were present.

SSD Staff: Board Administrator Holliday, Police Lt. Lopez, Fire Chief Boos

SROA Staff: Susan Berger

Public Input: Randy Schneider shared his concerns for the ODOT service reduction on highway 97. He has been in contact with ODOT via email and wanted to make the District aware he is trying to help. He submitted his communications with ODOT to the SSD Board. Lt. Lopez stated he has been in contact with an ODOT representative and was assured the reclassification to class B from Baker Road to Vandervert Road will not result in a dramatic reduction of service. Treasurer Beenen asked Lt. Lopez if ODOT had given a reason for the change in classification, Lt. Lopez said it was because of funding and staffing. Dir. Hepburn stated if the snow plowing does have an impact on fire and police services, the Board need to write a letter to local and state officials. Chair Fister shared his appreciation for SROA always doing a good job plowing within Sunriver.

*Chair Fister noted New Business item 6. Motion to accept the Sunriver Service District FY 22-23 Audit, was moved to the top of the agenda due to the auditor being present via Teams.

6. Motion to accept the Sunriver Service District FY 22-23 Audit

Kevin Mullerleile, Moss Adams, stated the audit was submitted in a timely manner this year with the help of SROA Controller Joe Healy and Board Administrator Holliday. He said there was a lot of activity for the 22-23 FY, as construction is well under way, beginning of loan payments, and the ground lease with SROA. The audited financial statements were issued on Nov. 2, 2023. Mr. Mullerleile said it was a clean opinion, the financial statements have no material errors, and are in accordance with generally accepted accounting principles. This is the highest report able to receive. The second report is in regard to Oregon requirements such as budget law, procurement, and deposits. It is a clean opinion, with note of one exception, which is the over expenditure in the Reserve fund of \$141,000. It is not a finding, but the state requires it to be included in the report. The fund balance increased by \$126,000, including an additional interest revenue of \$26,000 and the contingency of \$75,000 that was not touched. A remedy is the state allows the District to adjust the budget at any time, to change the budget or use the contingency, which would have alleviated this issue.

Administrator Holliday asked Mr. Mullerleile on clarification if the issue is going over the line item or the entire fund, because with the extra interest income the Reserve fund had a positive variance at the end of the year. Mr. Mullerleile stated the actual resolution the Board approved for the budget line items. Within the fund there are different expenditures, however, the specific line items and transfers out should be analyzed.

The Board would like the numbers cleaner moving forward, and Mr. Mullerleile is working with Administrator Holliday on this and they are going to do a mid-year assessment.

The Audit has already been submitted to the state; however, the Board can accept the audit as written.

Dir. De Alicante moved to accept the Sunriver Service District FY 22-23 Audit; seconded by Dir. Hepburn. Motion passed unanimously.

Consent Agenda

1. **Motion to approve:**
 - a. September 14, 2023 Regular Board meeting minutes
 - b. October 19th, 2023 Regular Board meeting minutes
 - c. NowCFO invoices in the amount of \$18,668.76
 - d. SROA invoice in the amount of \$7,451.71

Administrator Holliday provided supplemental information on item the NowCFO invoice which included a breakdown of costs. There was concern by the Board over these costs and she thought this would be helpful. Administrator Holliday stated there was quite a bit of initial work to get set up in Quickbooks and move all accounting from SROA. She stated the District is moving into a maintenance phase and costs will come down significantly. Treasurer Beenen noted in his discussions with Brenn Glass, NowCFO will be spending roughly three days a week on SSD accounting piece and the Board needs to keep tabs on these expenses. There was discussion around whether three full days is necessary as the process becomes more automated. Administrator Holliday stated Ms. Glass is helping her with various reports and processes as well. She added SSD was getting a good deal from SROA to provide the District's Accounting, Payroll and HR, and the costs from NowCFO are more in line with what these services cost in today's market.

Dir. Kelley moved to approve the consent agenda; seconded by Dir. Hepburn. Motion passed unanimously.

Old Business

2. **Public Safety Building Update**

Regarding permits, OR/PM Nelson said the District is waiting for final review on fire suppression to be submitted to Deschutes County. The final review for the covered parking area will go into the permitting process and final design.

Superintendent David Martin stated the project is still tracking completion in January 2025 and he reviewed the 5-week plan. He said the impact on the fire department has been and should continue to be minimal. However, he will communicate with Chief Boos as soon as possible. Superintendent Martin said Chief Boos has been very accommodating, which is very much appreciated.

Treasurer Beenen asked about the critical path changing, since the switch gear is ahead of schedule, and what are other factors the Board needs to be concerned about. There was further discussion about this, and the schedules provided by Kirby Nagelhout Construction Company (KNCC).

OR/PM Nelson stated KMB Architects are preparing to start additional services proposal, as they were contracted for 14 months of construction because KNCC was not on board. Once the proposal is received, OR/PM Nelson will review it and present it to the Board.

OR/PM Nelson went over the exposures schedule, which shows potential additional costs based on priority. He will present this to the Board every month.

- a. **Motion to Approve October 2023 Building Funding Requests in the total amount of \$682,370.71**
- i. KMB Architects invoice in the amount of \$25,797.97
 - ii. Carlson Testing Inc. invoice in the amount of \$3,253.00
 - iii. Nelson Capital invoice in the amount of \$9,500.00
 - iv. Bend Mapping invoice in the amount of \$38.00
 - v. Kirby Nagelhout Construction invoice in the amount of \$639,289.65
 - vi. Sunriver Christian Fellowship invoice in the amount of \$1,000.00
 - vii. Structured invoices in the amount of \$3,492.09

Dir. Ralston moved to approve the invoices as presented; seconded by Vice Chair Shoemaker. The motion passed unanimously.

- b. **Zions Bank Public Safety Building loan payment in the amount of \$101,509.14**
Administrator Holliday stated there are two payments per year, one is interest, and one is principal based. Treasurer Beenen recommended we continue with schedule of payments as Zion has presented and to just include this as part of the Consent Agenda in the future.

Vice Chair Shoemaker moved to approve the Zions Bank Public Safety Building loan payment in the amount of \$101,509.14; seconded by Treasurer Beenen. The motion passed unanimously.

- c. **Review of monthly memo to Deschutes County Commissioners**
Treasurer Beenen suggested the report focuses on what has been accomplished instead of just ongoing projects. There were no other additional changes to the document. Administrator Holliday will send out.

New Business

3. **Motion to approve the August, September, and October 2023 unaudited financials.**
August and September were included because of a math error, which has been corrected. They were not approved at the last meeting.

Treasurer Beenen reviewed Octobers unaudited financials.

715 Revenue:

Sources of revenue were lower than expected in October, but this is primarily due to ambulances charges coming in about \$20,000 lower than budgeted. Chief Boos explained some insurances companies write off a certain amount for each bill, and much of this is a total amount of write offs for the past year. This amount is budgeted for each year.

Revenue is \$1,500 over budget year to date.

715 Expenses:

Police expenses came in under budget for the month and YTD. This is primarily due to understaffing. Lt. Lopez said more personnel will be hired and outfitted, so the budget will reflect these future expenditures.

Bicycle Patrol is done for the season, but expenses came in under budget for the month and YTD.

Fire and Emergency Services came in under budget for the month and YTD.

Administration was slightly above budget, primarily due to materials and services. There was some overlap between September and October expenses due to the financial transition. YTD is administration is under budget. Administrator Holliday noted there was an \$18,000 legal bill from SROA that was not budgeted for.

Overall, Treasurer Beenen stated the District is looking good in the operating fund. No major concerns.

716 Reserve:

There was a discussion at the last Board meeting to spread the transfer from the Operations to the Reserve fund monthly as opposed to annually. There was discussion as to whether this was best practice and the impact to staff. Chair Fister asked if the budget could have 2 additional columns of YTD budget and percent to yearly budget spent. Expenses are on budget. Need to look at this on an annual basis to see if more funds need to be moved around.

717 Public Safety Fund:

The District is consistently underspending, and interest income is higher than expected. Treasurer Beenen said the District is in a strong financially right now in regard to building expenses YTD.

Administrator Holliday pointed out a potential error in YTD police vehicle spending, the number was lower than it should be. Treasurer Beenen is going to check with Ms. Glass on that issue. Due to this, approval of October financials will be on the agenda for next month.

Dir. De Alicante moved to approve the August and September financials; seconded by Dir. Kelley. The motion passed unanimously.

4. Monthly Chief/Administrator's Reports

Fire Chief Boos:

- Reviewed statistical comparison from October 2022 to 2023. Total calls are down 20% and yearly calls are down 10%.
- Evaluating staffing software to reduce manual time input. Chief Boos is creating a committee to look further into programs.
- Chief Boos and Captain O'Keefe are to meet with Dr. Barum regarding mental health and wellness training.
- Sunriver and La Pine Fire Departments continue to meet regularly to discuss integrating services. These meetings are going well and there will be an officers' meeting in January to start laying out plans.
- Chief Boos shared information about Nurse Navigation in Eugene/Springfield. In this program, someone calls 911 and if it is not an emergency a nurse will talk them through the call to determine if an ambulance is needed. If this trial program goes well, Deschutes County might investigate utilizing the model.
- Chief Boos attended the OFCA board meeting, and they are in the process of getting a new managing director.
- Chief Boos sat in on Deschutes County Emergency Services Coordinator interviews.
- Several administrative staff sat in on Sunriver Police Captain's interviews.
- Met with Jim Bennett, Sunriver Fire Public Information Officer, and are looking at ways to utilize him more. They would like to set up more emergency exercises and put more practices in place.
- Operations Update: Serious motor vehicle accident at the northbound Vandervert exit and Highway 97.
- Two bull elk killed on the opening day of elk hunting right near the Fire training ground.

- Monthly training hours are considerably higher in October, as the teams held vehicle extrication training.
- Staff began Blue Car Training, which focuses on managing major incidents and communication.
- Community Events: Halloween at the Village, SROA Health and Safety Fair

Police Lt. Lopez:

- There were 24 cases in October, 12 outside Sunriver. Calls for service and self-initiated activity were up.
- Administrative update: Filling several vacancies - two corporal candidates, and four officer candidates. Two candidates are moving into background checks. Captain promotional process is almost complete, just waiting for one additional interview. A decision should be made very soon.
- Training: Crisis training, skid car training
- Received new defense lights for rifles to better assist in surroundings.
- Sgt. Davis attended and completed DPSST instructor handgun course.
- Lt. Lopez is initial talks with Citizen Patrol about integrating the group into the organizational structure. He will have an update on this after the first of the year.
- Met with SROA on rules and regulation enforcement on bike paths, mostly pertaining to E-Bikes. There was discussion around educating users on rules. A Community Service Officer position was discussed, which would be full time to assist year-round.
- Lt. Lopez signed an agreement with Safe School Alliance on behalf of the department stating they will provide support to schools in an effort to be safer.
- Officer Lyman was signed off to be on his own. Officer Mai is doing very well at the Police Academy. Officer Wilson participated in several CERT missions involving drones. He will be training with a drone designed to go inside buildings to determine if the department should get one.
- One reported use of force during a DUI, but very minor.
- Community Events: Every Child Central Oregon coat and toy drive. Officer Wilson did a drone presentation at the college. Attended Halloween at the Village, Trunk or Treat, and SROA Health and Safety Fair. Sunriver Police Foundation sponsored a shoot at Redmond Rod and Gun Club, in which Sgt. Beck and Lt. Lopez led the event.

Administrator Holliday:

- Continue working on updates to the Financial Policies, workflow/best practices, and provide documentation, support, and answer questions for 22-23 audit.
- Administered payroll, which includes reviewing all data to ensure accuracy, calculated various PERS rates and uploaded to PERS website, reconciled statements from PERS, and continue to correct previous PERS issues. Calculated and paid various payroll liabilities; 457 plans, FSAs, Aflac, pre-tax vs after tax, etc.
- Met with ADP on various HR offerings through the program.
- Continue to work on policies and gather information for best practices and comparing with past practice.
- Updating various documentation for onboarding and offboarding employees. Administering the addition or removal of these employees to all appropriate benefits.
- Gather information for open enrollment, primarily the flexible spending accounts.
- Completed required non-discrimination testing for FSA account.
- Heather McGuire is the new Office Assistant, and she began Nov. 1.
- Continue to work with Deschutes County officials to discuss processes, updating management agreement, seek advice and support, etc.

- Received final draft of Reserve Study. Working with both agencies to provide updates to have final copy for Board review at December Board meeting.
 - Worked with various speakers, coordinated logistics, prepared documents and information for Board Orientation/Work Session
 - Public Safety Building: submitted monthly Scene story, managed accounts payable, and submitted SDAO grant.
 - Member of the interview panel for the Sunriver Police Department Captain position.
 - Professional Development: Employment Law Seminar, BOLI annual conference, Oregon Ethics Commission virtual workshop, and Paid Leave Oregon webinar.
5. **Update and review of 2023 Sunriver Service District Reserve Study**
Chief Lopez, Chief Boos and OR/PM Nelson are going through the draft study to make any changes. Administrator Holliday will submit changes and receive a final study for the Board to review in December.
 7. **Discussion on Sunriver Police Department Sergeant positions moving to non-exempt status.**
Legal counsel suggested this topic be reviewed in an executive session, which will be scheduled for a later time.
 8. **Discussion on agenda items for Deschutes County annual meeting**
The Board discussed various agenda items for the yearly meeting with Deschutes County. Chair Fister will share information on District goals, but would also like a Public Safety Building update, and updates from both chiefs and Administrator Holliday. The Board would also like to discuss operations, overall management, and to review the agreements with Deschutes County. It was suggested to offer tours of the Public Safety Building for those who want to see progress.
 9. **Review Upcoming events for SSD Board member attendance.**
Administrator Holliday provided the Board an upcoming list of events, which included Chief Womer's retirement party, Chief Lopez's swearing in, the SSD holiday party, and the annual joint SSD/Deschutes County meeting.
 10. **Review October 2023 SROA Board meeting**
Dir. De Alicante gave an update on the most recent SROA Board meeting, where they discussed the following topics: budget, maintenance fees increase, wage study for employees, new owners survey, encouraging more owners to use video doorbells for increased safety, and recycling.

Chair Fister added that he provided Chief Womer has his review in hand. Administrator Holliday's review is coming up, he thanked other Board members for their input.

Meeting adjourned at 5:10 p.m.

Submitted by Board Administrator, Mindy Holliday

SUNRIVER SERVICE DISTRICT

MINUTES OF BOARD – TRAINING WORK SESSION

9 a.m. - 3:00 p.m. Monday, November 6, 2023

Meeting In Person at the SROA Board Room and Via Microsoft Teams
Sunriver Homeowners Association Board Room, 57455 Abbot Drive Sunriver, OR

Call to Order: Chair Fister convened the meeting at 9:02 a.m.

Roll Call: Chair Fister, Vice Chair Shoemaker, Treasurer Beenen, Dir. Hepburn, Dir. Ralston, and Dir. Kelley were present. Dir. De Alicante was not present.

SSD Staff: Board Administrator Holliday, Chief Womer, Lt. Lopez, Chief Boos

Public Input: None

Dir. De Alicante joined at 9:15 a.m.

SSD Board members participated in an orientation highlighting various topics such as: SSD Mission; History; Governing Body/Management Agreement; Organizational Structure; Board Member Roles and Responsibilities; 2024 Task and Meeting Calendar/Packets; 2021-2025 Strategic Plan; Ethics; Public Meeting and Executive Session Processes and Procedures; Budget Committee and Process; and SSD Reserve Study. Guest speakers included David Doyle, Deschutes County Legal; Dee Rubanoff, legal; and Rob Felix, The Felix Group.

Dir. Ralston moved to adjourn; seconded by Dir. Hepburn. Motion passed unanimously.

Meeting adjourned at 2:27 p.m.

SSD Chair, Jim Fister
Board Administrator, Mindy Holliday



SUNRIVER FIRE DEPARTMENT / Memorandum

Date: January 12th, 2023
To: SSD Board of Directors
From: Bill Boos, Fire Chief

Subject: **SSD Board Meeting – January 18th, 2024**

Calls for Service:

- Emergency Response Update

Administrative Update:

- Hiring process for a Firefighter/Paramedic
 - Several individuals have toured the facility and met with staff.
- Fire Reserve Program is gaining traction.
- The meeting between Sunriver Fire Department and LaPine Department was delayed due to the weather.
- Staffing Software Update
- Mental Health Training and Peer Support
- Sunriver Firewise Assessment
- Capt. O'Keefe is writing a grant for Deschutes County requesting \$48,000 to purchase helmets for active threat incidents.
- Capt. O'Keefe was awarded a \$41,000 grant for Deschutes County to purchase ballistic vests. Once we get our new ballistic vests, we would like to donate our current vests to Crook County Fire & Rescue.

Operations Update:

- Monthly Training
 - Ice Rescue training this month.

Community Events:

- Crews raised \$4300 for the Leukemia & Lymphoma Society Stair Climb.
- Loaded Food for the Sunriver Food Drive.

SUNRIVER FIRE DEPARTMENT DASHBOARD

Community ~ Honor ~ Integrity ~ Pride



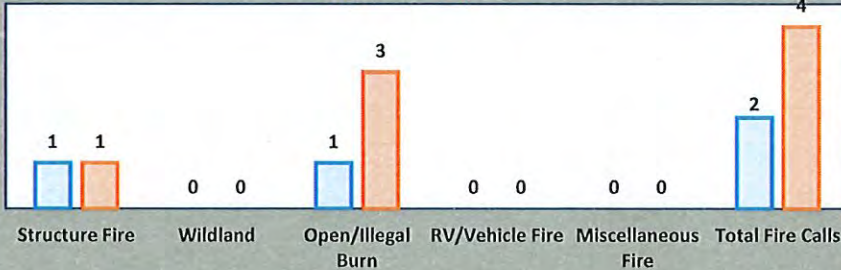
December Comparison Statistics

December
2022 2023

Total Monthly Calls **30** **50**

FIRE RESPONSES

■ 2022 ■ 2023



RESPONSE TIMES (Min:Sec)

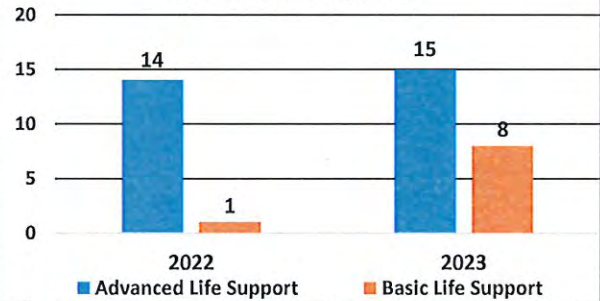
| | 2022 | 2023 |
|---------------------------------------|-------|-------|
| Turn-Out Time (Dispatched to Enroute) | 1:43 | 1:57 |
| Response Time (Enroute to Arrived) | 7:35 | 6:48 |
| Scene to Back In-Service | 35:46 | 34:54 |

EMS RESPONSES



*Walk-ins are included in Transport / Non-Transport Totals

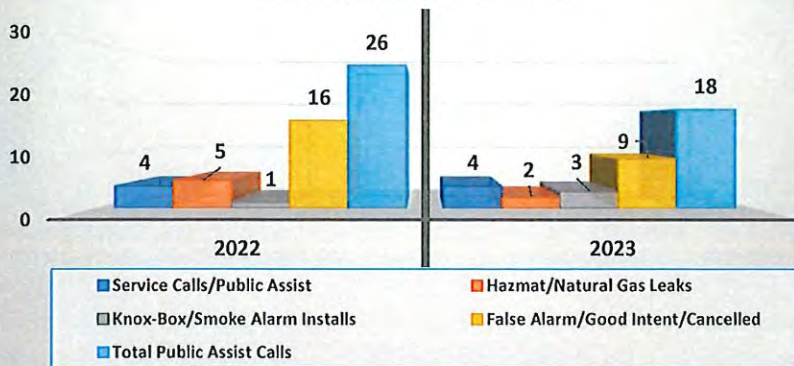
LEVEL OF CARE



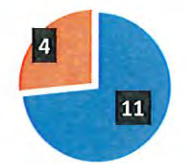
December 2022 2023

MOTOR VEHICLE CRASHES **6** **3**

PUBLIC ASSIST CALLS



2022



■ Mutual Aid Given
■ Mutual Aid Received

2023



■ Mutual Aid Given
■ Mutual Aid Received

December 2022 2023

TRAINING HOURS **164.5** **182.5**

August 2023
Ambulance Billing

\$ -

TOTAL CALLS (Year-to-Date) **608** **576**

SUNRIVER FIRE DEPARTMENT DASHBOARD

Community ~ Honor ~ Integrity ~ Pride



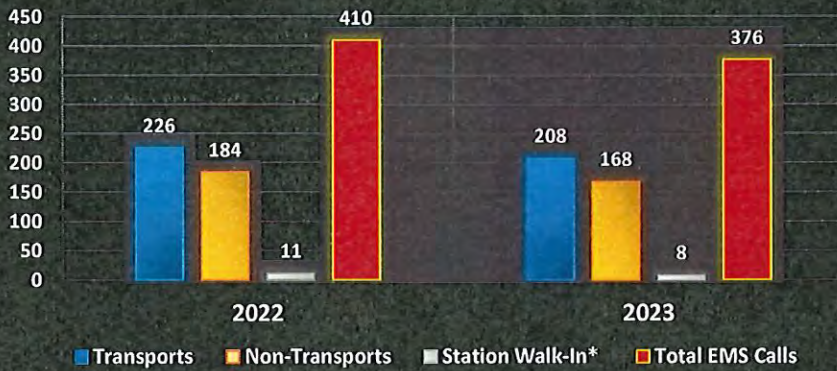
JANUARY THRU DECEMBER

Comparison Statistics

FIRE RESPONSES

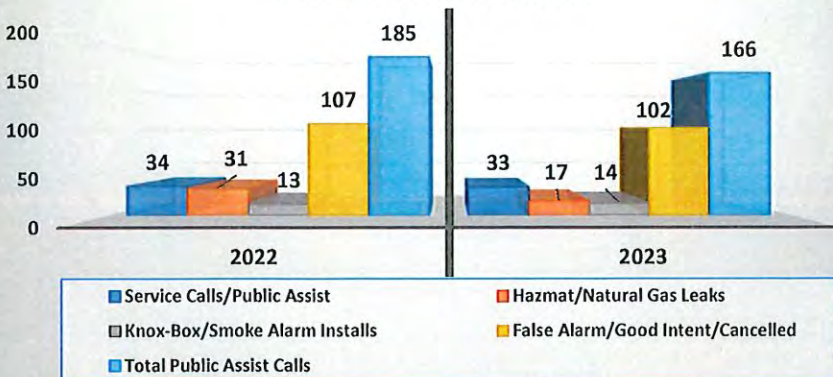


EMS RESPONSES



*Walk-ins are included in Transport / Non-Transport Totals

PUBLIC ASSIST CALLS



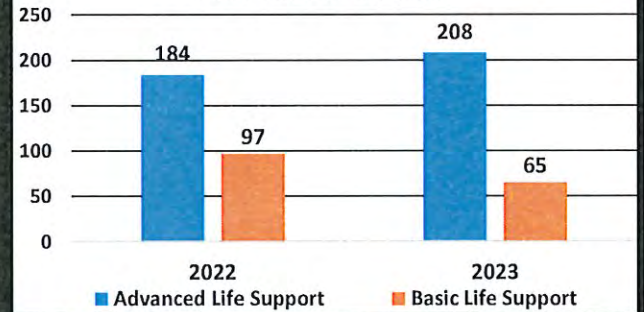
Total Monthly Calls

| 2022 | 2023 |
|------|------|
| 637 | 576 |

RESPONSE TIMES (Min:Sec)

| | 2022 | 2023 |
|--|-------|-------|
| Turn-Out Time (Dispatched to Enroute) | 1:33 | 2:01 |
| Response Time (Enroute to Arrived) | 8:17 | 7:28 |
| Scene to Back In-Service | 44:01 | 38:02 |

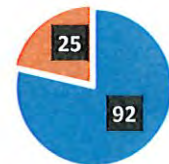
LEVEL OF CARE



MOTOR VEHICLE CRASHES

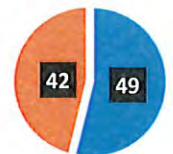
| 2022 | 2023 |
|------|------|
| 34 | 26 |

2022



■ Mutual Aid Given
■ Mutual Aid Received

2023



■ Mutual Aid Given
■ Mutual Aid Received

TRAINING HOURS

| 2022 | 2023 |
|------|------|
| 3508 | 3926 |

TOTAL CALLS (Year-to-Date)

| | |
|-----|-----|
| 637 | 576 |
|-----|-----|



SUNRIVER POLICE DEPARTMENT

MEMO

TO: SSD Board of Directors

FROM: Chief Stephen Lopez

DATE: January 18, 2024

TOPIC: December Report

Calls for Service:

See attached December 2023 calls for service (total)

- of the 19 cases 7 were outside of Sunriver.

2023 calls for service

- of the 422 cases 147 were outside of Sunriver

Administrative Update:

- Short term priorities set: Hiring, Policy, SOP
- Tristen Ardaiz hired as Police officer (Academy Graduate)
- Casie Mann hired as entry level Police Officer
- Tory Kornblum has been promoted to Captain.

- Liz Lawrence extended conditional employment offer for Corporal.
- Police Department administrative meeting facilitated/re-established.
- Short term priorities: Hiring, Policy Review, SOP communicated.
- Mission and Vision statements have been updated.
- Policy review
 - New Tow and Volunteer policy being developed.
- Chief Lopez and Captain Kornblum attended ELTS in Seaside

Operations:

- Officer Mai continues at the Basic Academy with graduation date of 1/26/24
- Sergeant Davis arrested and uncooperative DUII suspect. The WRAP was used.
- Significant Domestic Violence arrest was made.
- Officer Wilson attended Interview and Interrogation training.
- Drone deployments (see December Drone Report)

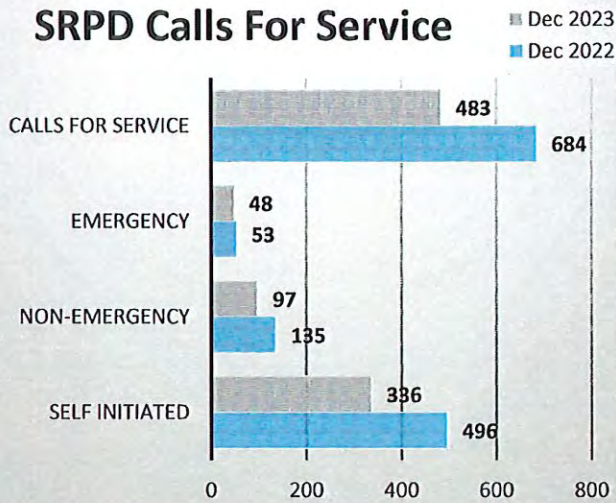
Community Events:

- Shop with a Cop
 - Polar Plunge has started
-

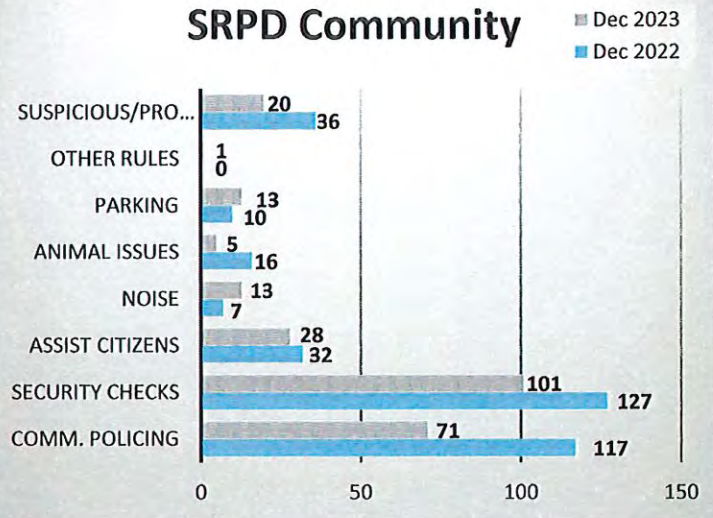
Sunriver Police Department

Statistical Comparison December 2022-2023

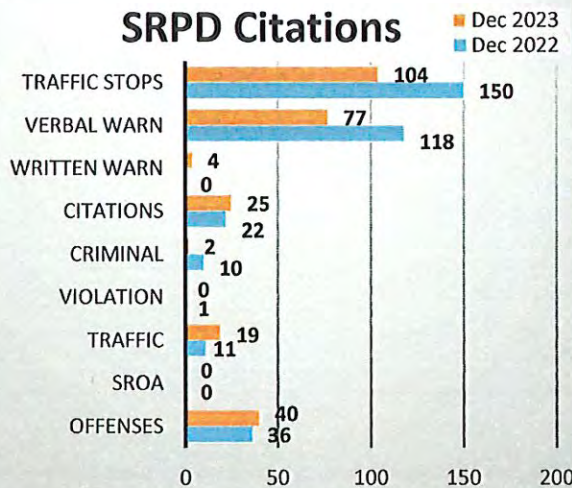
SRPD Calls For Service



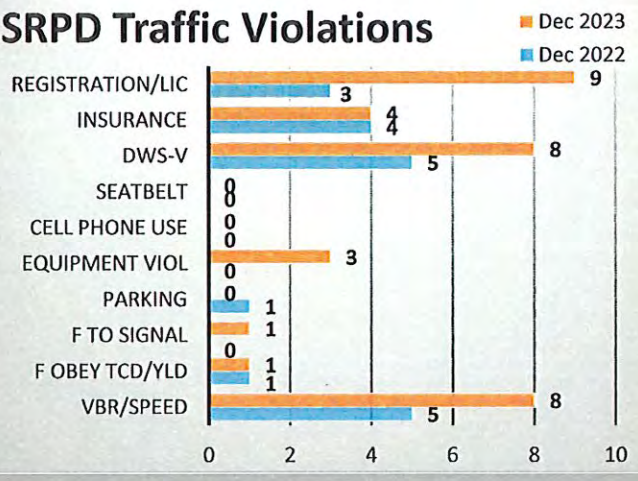
SRPD Community



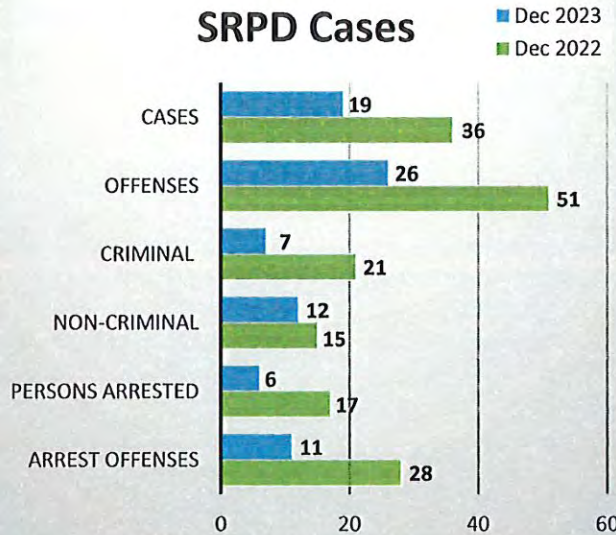
SRPD Citations



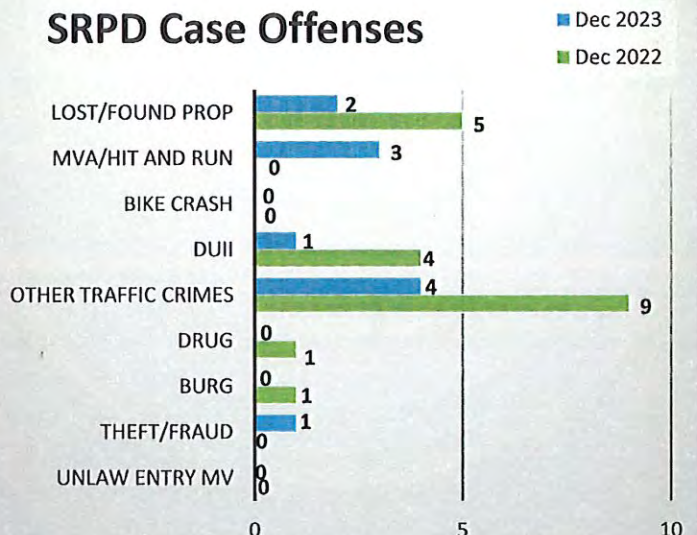
SRPD Traffic Violations



SRPD Cases



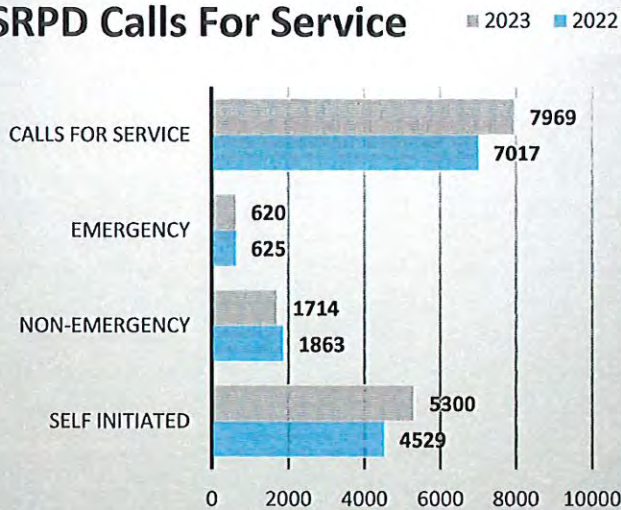
SRPD Case Offenses



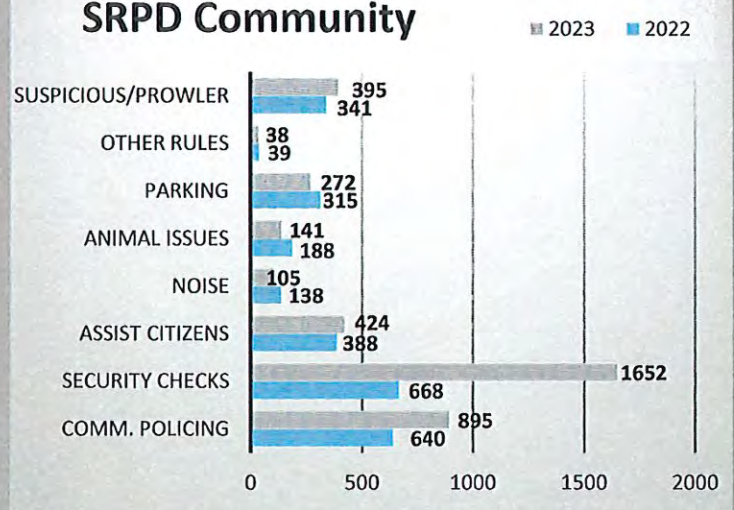
Sunriver Police Department

Statistical Comparison 2022 and 2023

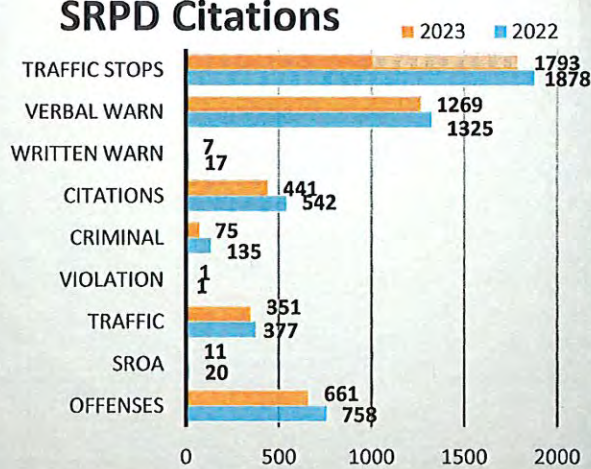
SRPD Calls For Service



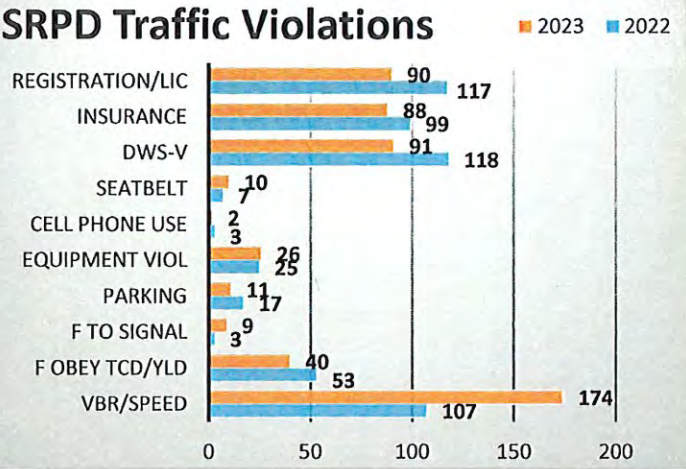
SRPD Community



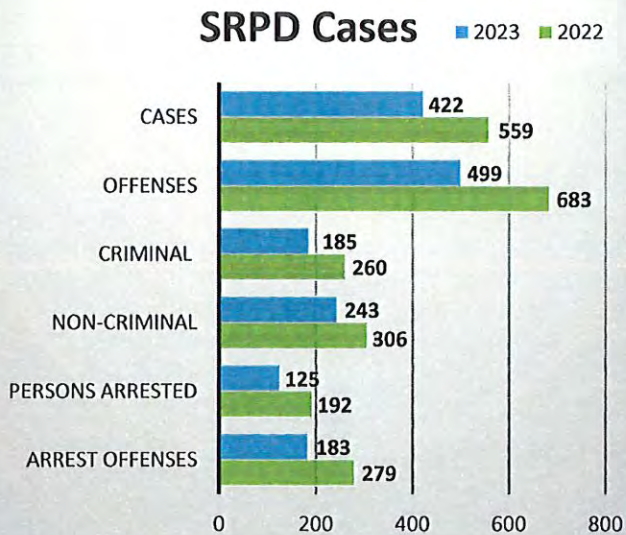
SRPD Citations



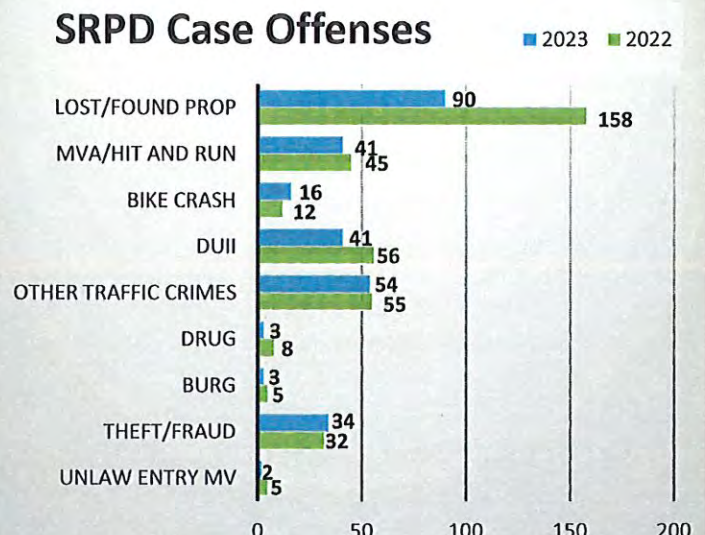
SRPD Traffic Violations



SRPD Cases



SRPD Case Offenses



12-1 Sunriver Police assisted in locating two persons with arrest warrants in the Sunriver Business Park. The subjects were associated with numerous thefts from Bend including a truck and camp trailer.

12-1 Sunriver Police responded to assist with a jack-knifed semi on Lava Butte, blocking Highway 97. While enroute the officer stopped to help with another single vehicle crash.

12-4 Police stopped a subject after a driving complaint on La Pine State Rec Road and arrested the subject for DUII. A telephonic search warrant was obtained. The subject was lodged at DCAJ for DUII, reckless driving and recklessly endangering another.

12-7 A Sunriver resident reported being a victim of a theft and fraudulent use of a credit card totaling \$1,000. An investigation is ongoing.

12-7 A tiny home was reported to have been left in a driveway of an unoccupied residence on Duck Pond Lane. It was determined to be a mobile sauna that was rented by renters of the home who were arriving later in the day.

12-12 Responded to a physical domestic violence dispute at the Sunriver Lodge. The victim suffered significant injuries and was transported by ambulance to the hospital. The suspect was later apprehended without incident.

12-16 Police responded to two calls of a transient male in the area of Pine Bough Lane. The male appeared to be under the influence of a substance and was approaching people and asking for water. The male accepted a courtesy transport to a shelter in Bend where he said he's been staying.

12-25 Responded to a non-injury motor vehicle accident at the intersection of Vandever Road and South Century Drive.

12-26 Police responded to a reported MVA at Harpers Bridge. Subsequent to the investigation, one of the drivers were issued a citation in lieu of custody for driving while criminally suspended.

12-27 Received a theft report that occurred at a residential construction site on Bunker Lane.

12-27 Took a report of two stolen propane tanks that occurred sometime between Nov. 10 and Dec. 25.

12-20 Officers responded to Sunriver Resort. A guest claimed he was assaulted by six males outside of his room. Upon investigating the assault, no clear aggressor was identified, and the involved parties were instructed to avoid any further contact with each other.

12-31 Sunriver Police officers witnessed a vehicle on southbound Highway 97 hit the concrete center median around MP 148 and veer off the right-hand shoulder into the trees. The driver was uninjured and subsequently arrested by an Oregon State trooper for DUII.

“A”

Committee & Task Force Actions

No appointments or resignations this month.

(No Board action required.)

“B”

Committee/Task-Force Action Requests

**Proposed Nominating Committee Charter
Amendments**

(Board action required)

SROA BOARD ACTION REQUEST

DEPARTMENT: Administration

DATE: January 20, 2024

SUBJECT: Amendments to SROA Nominating Committee Charter.

ACTION REQUESTED- I, Director _____ move to approve the amendments to the SROA Nominating Committee Charter as recommended from the SROA Nominating Committee and staff as attached hereto.

BACKGROUND: As part of the Nominating Committee discussion about amendments to the Bylaws and Conflict of Interest Policies (also part of the Board's January agenda), the need for amendments to the Charter for consistency with those documents was recognized. The overall intent of the changes is to add clarity to the responsibilities of the Nominating Committee. The proposed amendments also provide stipulations on the qualifications for Board candidate applicants (Member in good standing and subject to criminal background checks) and clarifying such as part of the application process. Aside from such qualifications for the SROA Board as discussed therein, the proposed amendments also include clarification regarding the criminal background check for the SSD Board candidate nominations – the same as those for the SROA Board. Lastly, the Duties and Responsibilities of the Nominating Committee are clarified to state that they are not responsible for any candidates utilizing the Petition for Candidacy option.

ATTACHMENTS: Draft document showing in track changes (strikethrough for deletions and red font for additions) the amendments to the Nominating Committee Charter.

SUBMITTED BY:

Name

James Lewis

Position

General Manager

**NOMINATING COMMITTEE
CHARTER**

Revised 03/21/2020
(Scrivener correction 10/16/21)

The Sunriver Owners Association By-Laws, ~~Article IV, Section 2~~, provides for the establishment of the Nominating Committee (Committee) as a standing committee of the SROA Board of Directors (Board). With respect to candidates for the SROA Board, the Committee works independently from the SROA Board and – with exception of SROA’s Human Resources Manager – SROA staff as outlined below. Regarding candidates for the Sunriver Service District (SSD) Board of Directors, the Committee shall work in collaboration with and at the direction of the SROA Board of Directors.

PURPOSE:

The Nominating Committee is charged with two fundamental responsibilities:

1. SROA Director Candidates: The Nominating Committee is responsible for recruiting, screening, and qualifying a slate of Sunriver candidates for the annual election to the SROA Board of Directors, by performing the functions and responsibilities outlined in this charter and ~~Article IV, Section 2~~ of the By-Laws.
2. SSD Director Candidates: The Nominating Committee is responsible for recruiting, screening, and advising the SROA Board about qualified SSD Director candidates to recommend to the Deschutes County Board of Commissioners for potential appointment.

ORGANIZATION:

The Nominating Committee consists of nine members who serve staggered three-year terms, so that no more than three member terms expire in any year. Whenever possible, at least one member shall be a former SROA Board Director. Reappointment to the Committee may occur no earlier than two years after completion of a member’s term. With the exception of the SROA Human Resources Manager (serving as a non-voting member of the Committee), no member of this Committee may be a current member of the SROA or SSD Board of Directors.

Committee members who intend to run for the SROA or SSD Board of Directors must recuse themselves from participating in any potential candidate reviews. Furthermore, if the Committee member is elected to the SROA or SSD Board of Directors, the member will resign from the Committee.

FUNCTIONS AND RESPONSIBILITIES:

1. Nomination of Sunriver Owners Association Director Candidates:

The Nominating Committee shall:

- A. Meet with the SROA Board President and or designees to discuss desirable SROA candidate qualifications, skill sets, and experience to guide the Committee’s recruiting efforts.
- B. Develop a list of potential candidates and contact qualified potential candidates to

- C. Inform members of the Association in the Sunriver Scene that nominations may occur by either the Committee or petition as outlined in the SROA By-Laws, Article IX, Section 3.
- D. Inform candidates that they must complete and file a Board Application ~~Information Form, Conflict of Interest Disclosure Statement, Confidentiality Form, and Code of Conduct and Ethics Form,~~ with the Association Office by the form **established** due date. ~~Additionally, the Committee shall inform potential candidates that the Committee will not forward to the SROA Board, the name of any candidate who has not completed and filed all required forms with the Association Office. All completed forms must be received by the Association Office no later than 5:00 pm, of the Wednesday before the Board's April meeting.~~
- E. Verify that candidates are in compliance with the following:
 - 1. Article 4, Section 1 of **A member in Good Standing as defined in** the By-Laws, including the following requirements:
 - a. Candidates shall be Sunriver property owners ~~in good standing~~ ~~with the Association;~~ and,
 - b. **Candidates are not delinquent in the payment of any fee, fine or other monetary obligation to the association for more than 90 days; and**
 - c. Candidates ~~may~~ **will** be subject to a criminal history check. Criminal convictions may be grounds for disqualification unless mitigating circumstances are established. **Mitigating factors could include, but are not limited to, the nature of offense, the time since conviction and if restitution and/or rehabilitation has been completed.** ~~;~~ ~~and,~~
 - 2. ~~All candidate application forms were complete and filed with the Association Office in a timely manner.~~
- F. Using a baseline of Committee-adopted uniform questions, interview qualified Board candidates. All interviews are to be conducted with at least two Committee members and shall additionally include the Human Resources Manager as part of the interview panel.
- G. Notify candidates in writing of the Nominating Committee's decision whether or not to nominate them for Board candidacy.
- H. Nominate as many qualified candidates for election to the Board as the Committee deems appropriate, but not fewer than the number of director vacancies plus two additional candidates ~~to ensure a competitive election per each election cycle;~~ **provided, however, that in any instance where the total number of qualified candidate applicants is less than the number of director vacancies plus two (2) additional candidates, the Nominating Committee shall nominate all qualified candidates who apply.** ~~By-Laws, Article IV, Section 2(a).~~
~~Request that nominees submit Exhibit "A" Candidacy Form for Director, Sunriver Owners Association to the Association Office by the due date.~~
- I. Announce the names of the qualified nominees as determined by the Committee at the April meeting of the SROA Board of Directors.
- J. Prepare a press release announcing the names of qualified candidates as determined by the Committee for publication in the May issue of the *Sunriver Scene*.

- K. ~~Provide Board candidates' with limited assistance in the preparation of their media and Voter's Pamphlet statements.~~
- L. ~~Host one or more candidates' forum/s, schedule appearances of candidates, and/or prepare televised and print media statements at the discretion of the Committee.~~

2. **Sunriver Service District (SSD) Director Candidate Recommendations:** With the exception of SROA Board dedicated positions on the SSD Board, the Committee shall work in collaboration with the SROA Board to recruit qualified candidates for the purposes of filling vacancies on the SSD Board. The SSD Chair shall advise the **Nominating Committee and the** SROA Board in writing of any skill sets or experience that would complement the SSD Board. The Nominating Committee shall:

- A. Meet with the SROA Board President and **the SSD Chair** ~~/or designee/s~~ to discuss desirable SSD Director candidate qualifications, skill sets, and experience to guide the Committee's recruiting efforts.
- B. Develop a list of potential candidates.
- C. Contact Potential candidates to determine their interest.
- D. Inform interested candidates that they must complete the *Sunriver Service District Board Application, Conflict of Interest Disclosure Statement, Confidentiality Form, and Code of Conduct and Ethics Form* and submit the completed forms to the Association Office by the **established** due date. ~~(Note: The Code of Conduct and Ethics Form will be supplied by SSD staff.)~~
- E. Verify SSD Director candidates are in compliance with the following requirements:
 - 1. Sunriver property owners in good standing with the Association; and
 - 2. All candidate application forms were complete.
- F. Candidates will be subject to a criminal history check. Criminal convictions may be grounds for disqualification unless mitigating circumstances are established. **Mitigating factors could include the nature of offense, the time since conviction and if restitution and/or rehabilitation has been completed**
- G. Using a baseline of Committee-adopted uniform questions, interview qualified SSD Board of Director candidates. All interviews are to be conducted with at least two Committee members and shall additionally include the Human Resources Manager as part of the interview panel.
- H. Meet with the SROA Board President and/or designee/s prior to making any public announcement of the Committee's recommendations. The meeting shall provide the SROA Board and Nominating Committee members with an opportunity to review applicant applications, qualifications, experiences, strengths, weaknesses, the Committee's reasons for recommending a specific candidate, and discuss any candidate concerns.
- I. Notify the SROA Board at a regularly scheduled meeting that precedes a Deschutes County Board of Commissioners meeting intended to officially

Confirm SSD Board appointment/s, the person/s the Committee recommends to fill any open SSD Board position/s.

Note: The SROA Board retains final discretion regarding SSD Managing Board candidates referred to the Deschutes County Board of Commissioners, who make the appointment/s in August; Sunriver Service District Memorandum of Understanding Contract No. 2002-201.

3. SROA Human Resources Manager Roles and Responsibilities:

- A. Serves as a non-voting member of the Committee.
- B. Maintains all Committee documents and files within the Human Resources Office.
- C. Assists Committee in the development and administration of a standardized vetting process and uniform baseline interview questions for Committee use.
- ~~D. Receives SROA or SSD Board input relative to any identified skillsets and past work/life experiences being sought by the Board and communicates such to the Nominating Committee.~~
- D. Assures compliance with the Committee Charter as well as all adopted SROA Committee policies.
- E. Direct report/subordinate to the General Manager.

4. General Nominating Committee Duties and Responsibilities:

- A. ~~Maintain a permanent~~ **Ensures** records of all SROA and SSD Board candidate applications **are turned over to the Human Resources Director for proper retention.**
- B. Recruit and screen potential Nominating Committee candidates.
- C. Meet with the President of the SROA Board to discuss the qualifications of Committee candidates, their strengths and weaknesses, and the Committee's reasons for recommending specific candidates for service on the Committee.
- D. In compliance with ~~Article IV, Section 2~~ of the SROA By-laws, the SROA Board shall appoint Committee members at the Board's September meeting, or as soon as possible thereafter.
- E. The Nominating Committee shall appoint its own officers, and notify the SROA Board of Directors in writing within 30 days.
- F. **The Nominating Committee is not tasked with facilitating or reviewing candidates utilizing the Petition for Candidacy option provided in the SROA bylaws.**

Board Book Section

“C”

Conflict of Interest Policy Proposed Amendments

(Board motion required.)

SROA BOARD ACTION REQUEST

DEPARTMENT: Administration

DATE: January 20, 2024

SUBJECT: Amendments to SROA Conflict of Interest Policy.

ACTION REQUESTED- I, Director _____ move to approve the amendments to the SROA Conflict of Interest Policy to create two policies – a Conflict of Interest Policy and a Board Candidate Conflict of Interest policy - as recommended from the SROA Nominating Committee and staff as attached hereto.

BACKGROUND: Conflict of Interest Policy includes provisions for both Board members and Board Candidates. Through review of the policy document, the Nominating Committee recognized inconsistencies and potential conflicts in procedure by addressing both the Board members and the Board Candidates in the same document. Also, by including references to both (Board members and Candidates) in the document, it could be construed that the Nominating Committee has responsibility for both – which is not the case. As a result, the Committee recommended that two distinct Conflict Policies be created – one is a general Conflict of Interest Policy to be used for elected Board members and the second is a Board Candidate specific policy. Both documents as attached hereto (proposed general Board member policy and proposed Board Candidate policy) are based on the existing policy that is also attached hereto for reference.

The primary conflict is within the “Disclosure and Recusal” section of the existing policy (see Item #1). Paragraph two of that section discusses procedures to be taken when a candidate has a conflict/potential conflict and includes provisions for notifying the Board President and notifying members of the Association via the voter’s pamphlet and the Scene. The Nominating

Committee believes that there should be no reference to candidates in the general Board Conflict Policy as it is inappropriate to insert the President in such language as they may be a candidate themselves. Further, to notify members of such conflict/potential conflict or otherwise make a conflict/potential conflict public through such disclosure could be construed as an effort to sway elections. Rather, the Nominating Committee function is to be autonomous from Board involvement and the reference to the Board President clouds that autonomy. Additionally, it is the Nominating Committees duty to review the conflict/potential conflict of Board Candidates as part of the overall candidate consideration process and determine if such conflict/potential conflict has a bearing on the nomination (potentially leading to disqualification for further consideration), or if not leading to disqualification, determines the need for member/public disclosure.

By removing this paragraph, as well as removing other references to the Board Candidates in the general conflict policy and creating a separate document with such language included therein, the real or perceived problems noted above are separated.

The proposed Conflict of Interest Policy (Items #2 and 3) and the Board Candidate Conflict of Interest Policy (Items #4 and 5) provide two distinct documents that afford the separation described above for the reasons as noted.

Aside from the changes noted above, the SROA legal counsel made additional suggestions shown in the documents for legal clarity and consistency with other SROA governing documents when applicable (such as Consolidated Plan, Bylaws, etc.)

ATTACHMENTS: Items 2-4 below (the proposed amendments and new documents) have all undergone review by SROA Legal Counsel and are submitted for Board review/approval.

Exhibit #:

1. Existing SROA Conflict of Interest Policy.
2. Redline version of proposed SROA Conflict of Interest Policy (Legal review).
3. Clean version of proposed SROA Conflict of Interest Policy (Legal review).

4. Redline version of proposed SROA Board Candidate Conflict of Interest Policy (Legal review).
5. Clean version of proposed SROA Board Candidate Conflict of Interest Policy (Legal review).

SUBMITTED BY:

Name

James Lewis

Ron Angell

Position

General Manager

Chair, Nominating Committee

SROA CONFLICT-OF-INTEREST POLICY**PURPOSE:**

The purpose of this conflict-of-interest policy is to prevent the institutional or personal interests of Sunriver Owners Association (“SROA”) board members from interfering with the performance of their duties to SROA, and to ensure that there is no personal, professional, financial, or political gain at the expense of SROA. This policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any conflicts of interest and the recusal of any interested party in a decision relating thereto. Moreover, this policy has been developed for protection of both the association as well as the board member involved.

DEFINITION:

A conflict of interest may exist when the interests or potential interests of any director, or that person’s close relative (spouse, parent, child, sibling and descendants or spouses of any of the foregoing), or any individual, group, or organization to which the person associated with SROA has allegiance, may be seen as competing with the interests of SROA, or may impair such person’s independence or loyalty to SROA. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, in a manner that is adverse to the interests of SROA, including, without limitation, all matters that would require a related party transaction disclosure on audit (see examples below).

USE OF INFORMATION:

Directors shall not use, share or disseminate information received from participation in SROA affairs, whether expressly denominated as confidential or not, for personal gain or to the detriment of SROA.

DISCLOSURE AND RECUSAL:

Whenever any director has a conflict of interest or a potential conflict of interest with SROA, he or she shall immediately notify the SROA President of such conflict in a writing outlining the potential nature of the conflict.

Whenever any candidate for a board position has a conflict or a potential conflict of interest with SROA, the candidate shall disclose the matter in writing to the SROA President and shall notify members of the association of the conflict or potential conflict via the candidate’s voters pamphlet statement and publication in the *Sunriver Scene* or other means reasonably calculated to fully disclose the nature and all material financial details of the conflict to members of the association. The contents and sufficiency of the disclosure shall be determined by the Board in its sole discretion.

When any conflict of interest is relevant to a matter that comes under consideration or requires action by the Board, a Board appointed committee or task force, the interested person shall call it

to the attention of the SROA President and shall not be present or participate (i.e., by leaving the room or terminating any phone or communication, as the case may be) during Board or committee discussion or decision on the matter. However, that person shall provide a written statement to the Board or applicable committee with any and all relevant information on the particular matter if reasonably necessary in order to make a full and fair disclosure.

To approve a transaction or other matter in which a conflict of interest or potential conflict of interest has been deemed to exist with a Board Member, at least 67 percent of the remaining Board Members who have no conflict of interest or potential conflict of interest on the matter must vote to approve the transaction or matter.

The minutes of the meeting of the board or its committee shall reflect that the conflict of interest was disclosed, that the interested person was not present during discussion or decision on the matter, and did not vote.

DISSEMINATION:

A copy of this conflict-of-interest policy shall be furnished to each director who is presently serving SROA or who is a candidate for a Board seat. A copy will also be posted on the SROA website.

CERTIFICATION:

As administered by the SROA President, each director will be asked to complete a certification of agreement with the policy and disclosure of any known conflicts of interest upon his or her election or re-election to the Board and annually thereafter. All certifications shall be reviewed by the board as appropriate.

IMPLEMENTATION

It is the policy of the SROA that members of its Board of Directors shall abide by this conflict of interest policy covering service as a Board member.

Charges that any member(s) of the Board has violated this policy must be presented in writing to the SROA President. If the SROA President is included in the charge the presentation shall be to the Vice President of the Board. If the SROA President (or Vice President, if applicable) believes that a Board member has violated this policy, he or she shall inform the member of the basis for such belief and afford the member an opportunity to explain his or her views on the matter.

The Board may consider such charges in an Executive Session called for that purpose without the member who as allegedly violated the policy being present. The Board may take any action it deems appropriate, including, without limitation, conducting further investigation as warranted by the circumstances, taking appropriate corrective action (such as ratifying or cancelling a

contract, as the case may be), and taking appropriate disciplinary action up to and including removal from office as provided in the Bylaws, Article IV, Section 5.

The Board of Directors, in its sole discretion, shall decide whether this policy has been violated by any Board member.

The disposition of the charges shall be announced by the Board at an open meeting.

CONFLICT-OF-INTEREST POLICY

Examples

A conflict of interest may exist if a director or close relative:

- Has a business or financial interest in any third party dealing with SROA. This does not include ownership interest of less than 5 percent of outstanding securities of public corporations.
- Holds office, serves on a board, participates in management, or is employed by any third party dealing with SROA.
- Derives remuneration or other financial gain from a transaction involving SROA.
- Receives gifts from any third party on the basis of his or her position with SROA (other than occasional gifts valued at no more than \$50, or if valued at more than \$50, the gift is made available in a team space or common area for others to share — e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that SROA policy does not permit the acceptance of gifts. No personal gift of money should ever be accepted.
- Engages in any outside employment or other activity that will materially encroach on such person's obligations to SROA; compete with SROA's activities; involve any use of SROA's equipment, supplies, or facilities; or imply SROA's sponsorship or support of the outside employment or activity.

The foregoing list is not intended to be exhaustive.

**CONFLICT-OF-INTEREST DISCLOSURE STATEMENT FOR THE
PERIOD _____**

I have read and understand the SROA policy on conflict of interest. As part of Sunriver’s Board of Directors, I understand that this policy on conflict of interest applies to me.

I understand that I am expected to conduct business in accordance with the letter, spirit, and intent of all relevant conflict-of-interest laws and SROA’s conflict-of-interest policy and to refrain from any illegal, dishonest, or unethical conduct. I understand that if a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with the board and/or with the chair or general manager for advice and consultation. Furthermore, I understand that this document can be amended at any time.

In compliance with SROA’s conflict-of-interest policy, the positions that I or an immediate family member hold within the community are as follows:

Business and professional activities in which I or an immediate family member hold as an owner, officer, board member, partner, employee, or other beneficiary position as of _____:

| <u>Name of Business/Organization</u> | <u>Position Held/By Whom</u> |
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(Attach additional sheets as needed)

Other transactions, activities that may produce a possible conflict of interest:

(Attach additional sheets as needed)

In addition, I recognize the need to maintain confidentiality regarding information I might receive as a board member of SROA. I will promptly inform in writing, the SROA President or general manager of SROA of any material change that develops in the information contained in the foregoing statement.

_____ Type/Print Name _____ Signature _____ Date

SROA ~~CONFLICT OF INTEREST~~ CONFLICT OF INTEREST POLICY

PURPOSE:

The purpose of this ~~conflict-of-interest-policy~~ Conflict of Interest Policy (this "Policy") is to prevent the institutional or personal interests of members of the Sunriver Owners Association ("SROA") board ~~members~~ of directors (collectively, the "Board", each a "director") from interfering with the performance of their duties to SROA, and to ensure that there is no personal, professional, financial, or political gain at the expense of SROA. This ~~policy~~ Policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any conflicts of interest and the recusal of any interested party in a decision relating thereto. ~~Moreover, this policy~~ This Policy has been developed for the protection of both the ~~association~~ SROA as well as the ~~board member~~ director involved.

DEFINITION:

A conflict of interest may exist when the interests or potential interests of any director, or that ~~person's close relative (spouse, parent, child, sibling and descendants or spouses of any of the foregoing)~~ director's immediate family member, or any individual, group, or organization to which ~~the person associated with SROA~~ such director has allegiance, may be seen as competing with the interests of SROA, or may impair such ~~person's~~ director's independence or loyalty to SROA. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, in a manner that is adverse to the interests of SROA, including, without limitation, all matters that would require ~~a related party transaction~~ disclosure on audit (see potential conflict of interest examples below). "Immediate family member" for purposes of this Policy includes the director's spouse, significant other, or domestic partner, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law and anyone residing in the director's home (other than a tenant or employee).

USE OF INFORMATION:

Directors ~~shall~~ may not use, share or disseminate information received from participation in SROA affairs, whether expressly denominated as confidential or not, for personal gain or to the detriment of SROA.

DISCLOSURE AND RECUSAL:

Whenever any director has a conflict of interest or a potential conflict of interest with SROA, he or she ~~shall~~ must immediately notify the SROA President of such conflict in a writing outlining the potential nature of the conflict.

~~Whenever any candidate for a board position has a conflict or a potential conflict of interest with SROA, the candidate shall disclose the matter in writing to the SROA President and shall notify members of the association of the conflict or potential conflict via the candidate's voters-pamphlet statement and publication in the Sunriver Scene or other means reasonably calculated~~

~~to fully disclose the nature and all material financial details of the conflict to members of the association. The contents and sufficiency of the disclosure shall be determined by the Board in its sole discretion.~~

When any conflict of interest is relevant to a matter that comes under consideration or requires action by the Board, a ~~Board-appointed~~Board-appointed committee or task force, the interested ~~person shall~~director must call it to the attention of the SROA President and ~~shall~~may not be present or participate (i.e., ~~by leaving~~must leave the room or ~~terminating~~terminate any phone or communication, as the case may be) during Board or committee discussion or decision on the matter. However, ~~that person shall~~ if reasonably necessary in order to make a full and fair disclosure, such interested director may provide a written statement to the Board or applicable committee with any and all relevant information on the particular matter ~~if reasonably necessary in order to make a full and fair disclosure.~~

To approve a transaction or other matter in which a conflict of interest or potential conflict of interest has been deemed to exist with a ~~Board Member~~director, at least 67 percent of the remaining ~~Board Members~~directors who have no conflict of interest or potential conflict of interest on the matter must vote to approve the transaction or matter.

The minutes of the meeting of the ~~board~~Board or its committee shall reflect that the conflict of interest was disclosed, that the interested ~~person~~director was not present during discussion or decision on the matter, and did not vote.

DISSEMINATION:

A copy of this ~~conflict of interest policy shall~~Policy will be furnished to each current SROA director ~~who is presently serving SROA or who is a candidate for a Board seat~~. A copy will also be posted on the SROA website.

CERTIFICATION:

As administered by the SROA President, each director will be asked to complete a certification ~~of agreement with the policy and disclosure of any known~~acknowledging acceptance of this Policy and disclosing any potential conflicts of interest upon his or her election ~~or~~ re-election or appointment to the Board, and annually thereafter. All such certifications ~~shall~~will be reviewed by the ~~board~~Board, as appropriate.

IMPLEMENTATION

It is the policy of the SROA that ~~members of its Board of Directors shall~~directors must abide by this ~~conflict of interest policy covering~~Policy during the term of their Board service ~~as a Board member~~.

Charges that any ~~member(s) of the Board~~director has violated this ~~policy~~Policy must be presented in writing to the SROA President. If the SROA President is included in the charge, the presentation shall be to the Vice President of the Board. If the SROA President (or Vice President, if applicable) believes that a ~~Board member~~director has violated this ~~policy~~Policy, he

or she ~~shall~~will inform ~~the members~~such director of the basis for such belief and afford ~~the members~~such director an opportunity to explain his or her views on the matter.

The Board may consider such charges in an Executive Session called for that purpose ~~without the member who as~~outside of the presence of the director who has allegedly violated ~~the policy-being present~~this Policy. The Board may take any action it deems appropriate, including, without limitation, conducting further investigation as warranted by the circumstances, taking appropriate corrective action (such as ratifying or cancelling a contract, as the case may be), and taking appropriate disciplinary action up to and including removal from office as provided in the Bylaws, Article IV, Section 5.

The Board ~~of Directors~~, in its sole discretion, ~~shall~~will decide whether this ~~policy~~Policy has been violated by any ~~Board member~~director.

The disposition of the charges ~~shall~~will be announced by the Board at an open meeting.

CONFLICT-OF-INTEREST POLICY

Examples

EXAMPLES OF POTENTIAL CONFLICTS OF INTEREST:

A potential conflict of interest may exist if a director or ~~elose relatives~~such director's immediate family member:

- Has a business or financial interest in any third party dealing with SROA. This does not include ownership interest of less than 5 percent of outstanding securities of public corporations.
- Holds office, serves on a board, participates in management, or is employed by any third party dealing with SROA.
- Derives remuneration or other financial gain from a transaction involving SROA.
- Receives gifts from any third party on the basis of ~~his or hers~~such director's position with SROA (other than occasional gifts valued at no more than \$50, or if valued at more than \$50, the gift is made available in a team space or common area for others to share — e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that SROA ~~policy does~~policies do not permit the acceptance of gifts. No personal gift of money should ever be accepted.
- Engages in any outside employment or other activity that ~~will~~may materially encroach on such ~~person's~~director's obligations to SROA; compete with SROA's activities; involve any use of SROA's equipment, supplies, or facilities; or imply SROA's sponsorship or support of the outside employment or activity.

The foregoing list is not intended to be exhaustive.

~~CONFLICT OF INTEREST~~ **CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE STATEMENT FOR THE PERIOD _____**

I have received, read and understand the SROA ~~policy on conflict of interest~~ Conflict of Interest Policy. As part of ~~Sumriver's~~ SROA's Board of Directors, I understand that this ~~policy on conflict of interest~~ Policy applies to me.

I understand that I am expected to conduct business in accordance with the letter, spirit, and intent of all relevant ~~conflict of interest~~ conflict of interest laws and ~~SROA's conflict of interest policy and to~~ policies, including this Policy and must refrain from any illegal, dishonest, or unethical conduct. I understand that if a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with ~~the board and/or with the chair or, as appropriate, the Board, the Board Chair or SROA~~ general manager for advice and consultation. Furthermore, I understand that SROA policies, including this document ~~Policy~~, can be amended at any time.

In compliance with ~~SROA's conflict of interest policy~~ this Policy, the positions that I or an immediate family member currently hold within the community are as follows: _____.

Business The following are business and professional activities in which I or an immediate family member hold a position as either an owner, officer, board member, partner, employee, or other beneficiary position ~~as of~~ _____:

| <u>Name of Business/Organization</u> | <u>Position Held/By Whom</u> |
|--------------------------------------|------------------------------|
| _____ | _____ |
| _____ | _____ |
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(Attach additional sheets as needed)

Other transactions, activities that may produce a possible conflict of interest:

(Attach additional sheets as needed)

In addition, I recognize the need to maintain confidentiality regarding information I might receive as a ~~board member of~~ SROA director. I will promptly inform in writing, the SROA

President or general manager of ~~SROA~~ of any material change that develops in the information contained in the foregoing statement.

Type/Print Name

Signature

Date

SROA CONFLICT OF INTEREST POLICY

PURPOSE:

The purpose of this Conflict of Interest Policy (this "Policy") is to prevent the institutional or personal interests of members of the Sunriver Owners Association ("SROA") board of directors (collectively, the "Board", each a "director") from interfering with the performance of their duties to SROA, and to ensure that there is no personal, professional, financial, or political gain at the expense of SROA. This Policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any conflicts of interest and the recusal of any interested party in a decision relating thereto. This Policy has been developed for the protection of both the SROA as well as the director involved.

DEFINITION:

A conflict of interest may exist when the interests or potential interests of any director, or that director's immediate family member, or any individual, group, or organization to which such director has allegiance, may be seen as competing with the interests of SROA, or may impair such director's independence or loyalty to SROA. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, in a manner that is adverse to the interests of SROA, including, without limitation, all matters that would require disclosure (see potential conflict of interest examples below). "Immediate family member" for purposes of this Policy includes the director's spouse, significant other, or domestic partner, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law and anyone residing in the director's home (other than a tenant or employee).

USE OF INFORMATION:

Directors may not use, share or disseminate information received from participation in SROA affairs, whether expressly denominated as confidential or not, for personal gain or to the detriment of SROA.

DISCLOSURE AND RECUSAL:

Whenever any director has a conflict of interest or a potential conflict of interest with SROA, he or she must immediately notify the SROA President of such conflict in a writing outlining the potential nature of the conflict.

When any conflict of interest is relevant to a matter that comes under consideration or requires action by the Board, a Board-appointed committee or task force, the interested director must call it to the attention of the SROA President and may not be present or participate (i.e., must leave the room or terminate any phone or communication, as the case may be) during Board or committee discussion or decision on the matter. However, if reasonably necessary in order to make a full and fair disclosure, such interested director may provide a written statement to the Board or applicable committee with any and all relevant information on the particular matter.

To approve a transaction or other matter in which a conflict of interest or potential conflict of interest has been deemed to exist with a director, at least 67 percent of the remaining directors who have no conflict of interest or potential conflict of interest on the matter must vote to approve the transaction or matter.

The minutes of the meeting of the Board or its committee shall reflect that the conflict of interest was disclosed, that the interested director was not present during discussion or decision on the matter, and did not vote.

DISSEMINATION:

A copy of this Policy will be furnished to each current SROA director. A copy will also be posted on the SROA website.

CERTIFICATION:

As administered by the SROA President, each director will be asked to complete a certification acknowledging acceptance of this Policy and disclosing any potential conflicts of interest upon his or her election, re-election or appointment to the Board, and annually thereafter. All such certifications will be reviewed by the Board, as appropriate.

IMPLEMENTATION

It is the policy of the SROA that directors must abide by this Policy during the term of their Board service.

Charges that any director has violated this Policy must be presented in writing to the SROA President. If the SROA President is included in the charge, the presentation shall be to the Vice President of the Board. If the SROA President (or Vice President, if applicable) believes that a director has violated this Policy, he or she will inform such director of the basis for such belief and afford such director an opportunity to explain his or her views on the matter.

The Board may consider such charges in an Executive Session called for that purpose outside of the presence of the director who has allegedly violated this Policy. The Board may take any action it deems appropriate, including, without limitation, conducting further investigation as warranted by the circumstances, taking appropriate corrective action (such as ratifying or cancelling a contract, as the case may be), and taking appropriate disciplinary action up to and including removal from office as provided in the Bylaws, Article IV, Section 5.

The Board, in its sole discretion, will decide whether this Policy has been violated by any director.

The disposition of the charges will be announced by the Board at an open meeting.

EXAMPLES OF POTENTIAL CONFLICTS OF INTEREST:

A potential conflict of interest may exist if a director or such director's immediate family member:

- Has a business or financial interest in any third party dealing with SROA. This does not include ownership interest of less than 5 percent of outstanding securities of public corporations.
- Holds office, serves on a board, participates in management, or is employed by any third party dealing with SROA.
- Derives remuneration or other financial gain from a transaction involving SROA.
- Receives gifts from any third party on the basis of such director's position with SROA (other than occasional gifts valued at no more than \$50, or if valued at more than \$50, the gift is made available in a team space or common area for others to share — e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that SROA policies do not permit the acceptance of gifts. No personal gift of money should ever be accepted.
- Engages in any outside employment or other activity that may materially encroach on such director's obligations to SROA; compete with SROA's activities; involve any use of SROA's equipment, supplies, or facilities; or imply SROA's sponsorship or support of the outside employment or activity.

The foregoing list is not intended to be exhaustive.

**CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE STATEMENT FOR
THE PERIOD _____**

I have received, read and understand the SROA Conflict of Interest Policy. As part of SROA’s Board of Directors, I understand that this Policy applies to me.

I understand that I am expected to conduct business in accordance with the letter, spirit, and intent of all relevant conflict of interest laws and policies, including this Policy and must refrain from any illegal, dishonest, or unethical conduct. I understand that if a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with, as appropriate, the Board, the Board Chair or SROA general manager for advice and consultation. Furthermore, I understand that SROA policies, including this Policy, can be amended at any time.

In compliance with this Policy, the positions that I or an immediate family member currently hold within the community are as follows:_____.

The following are business and professional activities in which I or an immediate family member hold a position as either an owner, officer, board member, partner, employee, or other beneficiary position:

| <u>Name of Business/Organization</u> | <u>Position Held/By Whom</u> |
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(Attach additional sheets as needed)

Other transactions, activities that may produce a possible conflict of interest:

(Attach additional sheets as needed)

In addition, I recognize the need to maintain confidentiality regarding information I might receive as a SROA director. I will promptly inform in writing, the SROA President or general manager of any material change that develops in the information contained in the foregoing statement.

Type/Print Name

Signature

Date

~~SROA CONFLICT OF INTEREST POLICY FOR CANDIDATES TO THE BOARD OF~~
SROA BOARD CANDIDATE CONFLICT OF INTEREST POLICY

DIRTECTORS

PURPOSE:

The purpose of this ~~conflict-of-interest-policy~~ Board Candidate Conflict of Interest Policy (the "Policy") is to prevent the institutional or personal interests of any Sunriver Owners Association ("SROA") board candidate from potentially interfering with the performance of ~~their~~ such candidate's duties ~~to as a~~ SROA director should ~~they~~ such candidate be elected or appointed to the SROA board of directors ("Board"), and to ensure that there is no personal, professional, financial, or political gain at the expense of SROA. This ~~policy~~ Policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any potential conflicts of interest. ~~Moreover, this policy~~ This Policy has been developed for the protection of both the ~~association as well as the board member~~ SROA and the Board candidate involved.

~~DEFINITION~~ DEFINITIONS:

A conflict of interest may exist when the interests or potential interests of any ~~director~~ Board candidate, or ~~that person's close relative (spouse, parent, child, sibling and descendants or spouses of any of the foregoing),~~ such candidate's immediate family member, or any individual, group, or organization to which ~~the person associated with SROA~~ such Board candidate has allegiance, may be seen as competing with the interests of SROA, or may impair such ~~person's~~ candidate's independence or loyalty to SROA. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director; ~~in a manner that is adverse to the interests of SROA, including, without limitation, all matters that would require a related party transaction disclosure on audit (see potential conflict of interest examples below).~~ "Immediate family member" for purposes of this Policy includes the Board candidate's spouse, significant other, or domestic partner, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law and anyone residing in the Board candidate's home (other than a tenant or employee).

DISCLOSURE AND RECUSAL:

Whenever any ~~board~~ Board candidate has a conflict of interest or a potential conflict of interest with SROA, he or she ~~shall~~ must notify the SROA Nominating Committee of such conflict in a writing outlining the potential nature of the conflict at the time of their application. The Nominating Committee shall evaluate the conflict and if material to the qualifications of the candidate will either disqualify the candidate or recommend the candidate be required to disclose the conflict or potential conflict. Disclosure will be via the ~~candidate's~~ candidate's voters pamphlet statement and publication in the *Sunriver Scene* or other means reasonably calculated to fully disclose the nature and all material financial details of the conflict to SROA members-of-the-association. The contents and sufficiency of the disclosure ~~shall~~ will be determined by the Nominating Committee ~~and approved by the Board~~.

DISSEMINATION:

A copy of this ~~conflict of interest policy shall~~Policy will be furnished to each candidate for a Board seat. A copy will also be posted on the SROA website.

CERTIFICATION:

Each ~~Candidate~~Board candidate will be asked to complete a certification ~~of agreement with the policy and disclosure of any known~~acknowledging acceptance of this Policy and disclosing any potential conflicts of interest upon his or her application to the Board. All certifications shall be reviewed by. The Elections Committee Chair will be responsible for reviewing the certifications by Board candidates seeking election via the petition process, and the Nominating Committee as appropriate will be responsible for reviewing the certifications by Board candidates seeking election via the application for nomination process.

EXAMPLES OF POTENTIAL CONFLICTS OF INTEREST:

CONFLICT-OF-INTEREST POLICY EXAMPLES: A potential conflict of interest may exist if a ~~director or close relative~~ Board candidate or such candidate's immediate family member:

- Has a business or financial interest in any third party dealing with SROA. This does not include an ownership interest of less than five percent ~~of~~ (5%) of the outstanding securities of public corporations.
- Holds office, serves on a board, participates in management, or is employed by any third party dealing with SROA.
- Derives remuneration or other financial gain from a transaction involving SROA.
- Receives gifts from any third party on the basis of his or her position (or potential or anticipated future position) with SROA (other than occasional gifts valued at no more than \$50, or if valued at more than \$50, the gift is made available in a team space or common area for others to share — e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that SROA ~~policy does~~ policies do not permit the acceptance of gifts. No personal gift of money should ever be accepted.
- Engages in any outside employment or other activity that ~~will:~~ (i) may materially encroach on such ~~person's~~ Board candidate's obligations to SROA; ~~compete with SROA's~~ should they be elected or appointed to the Board; (ii) competes with SROA's activities; ~~involve~~ (iii) involves any use of ~~SROA's~~ SROA's equipment, supplies, or

facilities; or ~~imply SROA's~~(iv) implies SROA's sponsorship or support of ~~the~~such outside employment or activity.

The foregoing list is not intended to be exhaustive.

SROA BOARD CANDIDATE ~~CONFLICT OF INTEREST~~ CONFLICT OF INTEREST
CERTIFICATION AND DISCLOSURE STATEMENT

I have received, read and understand the SROA ~~policy on conflict of interest and the policy specific to a Candidate's~~ Conflict of Interest. ~~As part of Sunriver's Board of Directors, I understand that this policy on conflict of interest applies to me if I am elected~~ Policy and the SROA Board Candidate Conflict of Interest Policy.

I understand that if I am elected or appointed to SROA's Board of Directors, I will be expected to conduct business in accordance with the letter, spirit, and intent of all relevant ~~conflict of interest laws and SROA's conflict of interest policy and to~~ conflict of interest laws and policies, including the SROA Conflict of Interest Policy, and must refrain from any illegal, dishonest, or unethical conduct. I understand that if a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with ~~the board and/or with the chair or~~, as appropriate, the Board, the Board Chair, and the general manager for advice and consultation. Furthermore, I understand that ~~this document can~~ SROA policies, including the SROA Conflict of Interest Policy and the SROA Board Candidate Conflict of Interest Policy, may be amended at any time.

In compliance with ~~SROA's candidate conflict of interest policy~~ SROA's Board Candidate Conflict of Interest Policy, the positions that I or an immediate family member currently hold within the community are as follows:

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~~Business~~ The following are business and professional activities in which I or an immediate family member hold a position as either an owner,

officer, board member, partner, employee, or other beneficiary position ~~as of~~ ⋮

Name of Business/Organization Position Held/By Whom

| <u>Name of Business/Organization</u> | <u>Position Held/By Whom</u> |
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(Attach additional sheets as needed)

Other transactions, or activities that may produce a possible conflict of interest:

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(Attach additional sheets as needed)

| Type/Print Name | Signature | Date |
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| <u>Type/Print Name</u> | <u>Signature</u> | <u>Date</u> |

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[Link-to-previous setting changed from on in original to off in modified.]

EXHIBIT 5

SROA BOARD CANDIDATE CONFLICT OF INTEREST POLICY

PURPOSE:

The purpose of this Board Candidate Conflict of Interest Policy (the "Policy") is to prevent the institutional or personal interests of any Sunriver Owners Association ("SROA") board candidate from potentially interfering with the performance of such candidate's duties as a SROA director should such candidate be elected or appointed to the SROA board of directors ("Board"), and to ensure that there is no personal, professional, financial, or political gain at the expense of SROA. This Policy is not designed to eliminate relationships and activities that may create a duality of interest, but to require the disclosure of any potential conflicts of interest. This Policy has been developed for the protection of both the SROA and the Board candidate involved.

DEFINITIONS:

A conflict of interest may exist when the interests or potential interests of any Board candidate, or such candidate's immediate family member, or any individual, group, or organization to which such Board candidate has allegiance, may be seen as competing with the interests of SROA, or may impair such candidate's independence or loyalty to SROA. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director in a manner that is adverse to the interests of SROA, including, without limitation, all matters that would require disclosure (see potential conflict of interest examples below). "Immediate family member" for purposes of this Policy includes the Board candidate's spouse, significant other, or domestic partner, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law and anyone residing in the Board candidate's home (other than a tenant or employee).

DISCLOSURE AND RECUSAL:

Whenever any Board candidate has a conflict of interest or a potential conflict of interest with SROA, he or she must notify the SROA Nominating Committee of such conflict in a writing outlining the potential nature of the conflict at the time of their application. The Nominating Committee shall evaluate the conflict and if material to the qualifications of the candidate will either disqualify the candidate or recommend the candidate be required to disclose the conflict or potential conflict. Disclosure will be via the candidate's voters pamphlet statement and publication in the *Sunriver Scene* or other means reasonably calculated to fully disclose the nature and all material financial details of the conflict to SROA members. The contents and sufficiency of the disclosure will be determined by the Nominating Committee.

DISSEMINATION:

A copy of this Policy will be furnished to each candidate for a Board seat. A copy will also be posted on the SROA website.

CERTIFICATION:

Each Board candidate will be asked to complete a certification acknowledging acceptance of this Policy and disclosing any potential conflicts of interest. The Elections Committee Chair will be responsible for reviewing the certifications by Board candidates seeking election via the petition process, and the Nominating Committee will be responsible for reviewing the certifications by Board candidates seeking election via the application for nomination process.

EXAMPLES OF POTENTIAL CONFLICTS OF INTEREST:

A potential conflict of interest may exist if a Board candidate or such candidate's immediate family member:

- Has a business or financial interest in any third party dealing with SROA. This does not include an ownership interest of less than five percent (5%) of the outstanding securities of public corporations.
- Holds office, serves on a board, participates in management, or is employed by any third party dealing with SROA.
- Derives remuneration or other financial gain from a transaction involving SROA.
- Receives gifts from any third party on the basis of his or her position (or potential or anticipated future position) with SROA (other than occasional gifts valued at no more than \$50, or if valued at more than \$50, the gift is made available in a team space or common area for others to share — e.g., fruit baskets, boxes of candy). All other gifts should be returned to the donor with the explanation that SROA policies do not permit the acceptance of gifts. No personal gift of money should ever be accepted.
- Engages in any outside employment or other activity that: (i) may materially encroach on such Board candidate's obligations to SROA should they be elected or appointed to the Board; (ii) competes with SROA's activities; (iii) involves any use of SROA's equipment, supplies, or facilities; or (iv) implies SROA's sponsorship or support of such outside employment or activity.

The foregoing list is not intended to be exhaustive.

**SROA BOARD CANDIDATE CONFLICT OF INTEREST CERTIFICATION AND
DISCLOSURE STATEMENT**

I have received, read and understand the SROA Conflict of Interest Policy and the SROA Board Candidate Conflict of Interest Policy.

I understand that if I am elected or appointed to SROA's Board of Directors, I will be expected to conduct business in accordance with the letter, spirit, and intent of all relevant conflict of interest laws and policies, including the SROA Conflict of Interest Policy, and must refrain from any illegal, dishonest, or unethical conduct. I understand that if a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with, as appropriate, the Board, the Board Chair, and the general manager for advice and consultation. Furthermore, I understand that SROA policies, including the SROA Conflict of Interest Policy and the SROA Board Candidate Conflict of Interest Policy, may be amended at any time.

In compliance with SROA's Board Candidate Conflict of Interest Policy, the positions that I or an immediate family member currently hold within the community are as follows:

The following are business and professional activities in which I or an immediate family member hold a position as either an owner, officer, board member, partner, employee, or other beneficiary position:

| Name of Business/Organization | Position Held/By Whom |
|-------------------------------|-----------------------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

(Attach additional sheets as needed)

Other transactions or activities that may produce a possible conflict of interest:

(Attach additional sheets as needed)

| | | |
|-----------------|-----------|------|
| Type/Print Name | Signature | Date |
|-----------------|-----------|------|

Board Book Section

“D”

SROA Bylaws Proposed Amendments

(Board motion required.)

SROA BOARD ACTION REQUEST

DEPARTMENT: Administration

DATE: January 20, 2024

SUBJECT: Amendments to SROA Bylaws.

ACTION REQUESTED- I, Director _____ move to approve the amendments to the SROA Bylaws and Board Member Candidacy Application, attached hereto, as recommended by the Nominating Committee and staff to clarify responsibilities and procedures pertaining to Board candidacy nominations, and associated election procedures and timelines for such, and for consistency with Committee Charters and SROA governing documents.

BACKGROUND: The proposed changes shown in the attached documents (redline versions showing additions/deletions from the original and clean versions that incorporates the changes) are at the prompting of the Nominating Committee and Staff, with review of the Election Committee Chair. The proposed amendments have been further reviewed and modified by the SROA legal counsel and include additional “clean-up” of existing awkward language and changes for consistency with other SROA Governing Documents (i.e. consolidated plan, articles of incorporation, etc.). The overall goal was to complete an update of the nominating, candidacy, voting and timeline portions of the bylaws at this time (Board Action Request for Approval in January 2024) so that the pending timeframe for Board Candidate Application submittal and consideration of such applications by the Nominating Committee is not affected. January approval by the Board allows the

Nominating Committee to rely on the amended bylaws for the 2024 Board candidate voting process.

When reviewing the redline version, it may at first appear overwhelming (the amount of colored text), however, much of it is the clean-up as reviewed/recommended by our legal counsel. The majority of the substantive changes are included in Articles III, IV and IX – again, these are the sections that primarily affect the Board, Board candidacy and voting/notifications.

One item that was not considered and recommended by the Nominating Committee but affects their nominating process is a provision that was suggested by staff and legal counsel in Article IV, Section 2 (a) (on page 5 and highlighted in yellow). This provision is as follows:

...provided, however, that in any instance where the total number of qualified candidate applicants is less than the number of director vacancies plus two (2) additional candidates, the Nominating Committee shall nominate all qualified candidates who apply.

The rationale for this provision is that in instances where it is not possible to nominate the three Board vacancies and two additional qualified candidates (5 total for the ballot), the number of candidates shall include all that are qualified. This is pertinent inasmuch as the existing language could lead to a challenged election if the currently required number of candidates (5) is not forwarded to the ballot.

These will be discussed at the Board work session on the 19th and presented for action on the 20th. These have been reviewed by the Nominating Committee at their last meeting and included a formal recommendation to the Board for approval (except for the bylaw provision as noted above). As stated above, the Nominating Committee has recommended these for approval at the January

Board meeting as they will be instrumental in the Candidate Review and Nomination process in the next few months. The Nominating Committee Chair, Ron Angell will be at the Board meeting to provide the committee rationale.

ATTACHMENTS: The following documents are attached:

Exhibit #:

1. Redline version of the proposed amendments to the SROA Bylaws.
2. Clean version of the proposed amendments to the SROA Bylaws.
3. Redline version of Board Member Candidacy Application to the Nominating Committee.
4. Clean version of Board Member Candidacy Application to the Nominating Committee.

SUBMITTED BY:

Name

James Lewis
Ron Angell
Committee

Position

General Manager
Chair, Nominating

BYLAWS
OF
SUNRIVER
OWNERS ASSOCIATION

Revised 6/17/23 Revised 1/___/24

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**BYLAWS OF THE
SUNRIVER OWNERS ASSOCIATION**

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BYLAWS OF
SUNRIVER OWNERS ASSOCIATION

~~ARTICLE I.~~
ARTICLE I.
DEFINITIONS

Section 1. Articles of Incorporation

"Articles of Incorporation" means the Articles of Incorporation of the Association.

Section 2.~~Section 1.~~ Association

"Association" ~~shall mean~~means the Sunriver Owners Association, a non-profit corporation organized and existing under the laws of the State of Oregon.

Section 3. Association Member or Member

"Association Member" or "Member" means and includes every "Unit Owner", "Commercial Property Owner", and "Resort Property Owner" as each such term is defined in the Consolidated Plan of Sunriver.

Section 4.~~Section 2.~~ Board

~~"Board" shall mean Board of Directors of the Sunriver Owners Association.~~

Section 3. Articles of Incorporation

~~"Articles of Incorporation" shall mean the Articles of Incorporation~~Board" means the Board of Directors of the Association.

Section 5.~~Section 4.~~ Consolidated Plan of Sunriver

"Consolidated Plan of Sunriver" ~~shall mean~~means the instrument which is dated and recorded in the Deed of Records of Deschutes County, State of Oregon, in Volume 159, Page 198, as the same may be amended and supplemented pursuant to the terms thereof.

Section 6. Member In Good Standing

"Member in Good Standing" means a Member who is not (i) delinquent for a period longer than ninety (90) days in the payment of any fee, fine, or other monetary obligation to the Association or otherwise subject to suspension or other disciplinary action or proceeding by the Association, or (ii) otherwise disqualified due to a criminal conviction.

Section 7.~~Section 5.~~ Incorporation by Reference

~~Except as otherwise provided herein, the~~Any terms, ~~which are~~ used but not defined in these Bylaws will have the meaning found in the defined terms section (Section 1) of the Consolidated Plan of Sunriver, ~~are used in these Bylaws as therein defined.~~

ARTICLE II.~~ARTICLE II.~~
MEMBERSHIP

Section 1.~~Section 1.~~ Membership

~~Every unit owner and each owner of any portion of any resort area or commercial area within Sunriver shall, during entire period of such ownership, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.~~

A Member's membership in the Association shall commence, exist and continue simply by virtue of such Member constituting a Unit Owner, Commercial Property Owner, or Resort Property

Owner under the Consolidated Plan, and will expire automatically when such person(s) no longer constitutes a Unit Owner, Commercial Property Owner, or Resort Property Owner under the Consolidated Plan, and need not be confirmed or evidenced by any certificate or acceptance of membership.

Section 2.~~Section 2.~~ Membership List

The Secretary shall maintain at the principal office of the Association a membership list showing the names and addresses of each Member. The Secretary may accept as satisfactory proof of such ownership a duly executed contract of sale, a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board.

Section 3.~~Section 3.~~ Voting Rights

Voting rights of the Members are set forth in Article III, Section 6, herein.

Section 4.~~Section 4.~~ Suspension of Membership

During any period in which a Member ~~shall be~~ is in default in the payment of any regular or special assessment or fine levied by the Association or in violation of any rule or regulation, the voting rights of such Member, and/or any other membership rights of such Member, may be suspended by the Board, after written notice and an opportunity to be heard are granted to ~~the delinquent or non-complying~~ such Member, until such ~~assessment or fine~~ delinquency has been paid or ~~violation~~ compliance issue remedied.

ARTICLE III.~~ARTICLE III.~~
MEETINGS AND VOTING

Section 1.~~Section 1.~~ Place of Meeting

Meetings of the Members ~~of the Association~~ shall be held ~~in the Great Hall~~ in Sunriver, Deschutes County, Oregon, or at a place designated in the notice of the meeting.

Section 2.~~Section 2.~~ Annual Meeting

The annual meeting of Members ~~of the Association~~ shall be held at such reasonable hour and on such reasonable day during the month of August each year as the President or the Board may designate.

Section 3.~~Section 3.~~ Special Meetings

A special meeting of the Association may be called at any time (i) by the President ~~or~~, (ii) by ~~at~~ least one third of the ~~members of directors on~~ the Board. ~~A special meeting shall be called upon~~, or (iii) on the Board's? Association's? President's? receipt of a written request stating the purpose of the meeting from Members having ten percent (10%) or more of the votes entitled to be cast at an election.

Section 4.~~Section 4.~~ Notice of Meeting

(a) ~~(a)~~ Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than fifty (50) days before the date of the meeting, either personally or by mail, or at the direction of the President, or the Secretary, or the persons calling the meeting, to each Member entitled to vote at an election.

(b) ~~(b)~~ When a meeting is adjourned for thirty (30) days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases, no notice of the

adjournment or the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

Section 5.~~Section 5-~~ Quorum

The votes cast in an election shall constitute a quorum.

Section 6.~~Section 6-~~ Voting Rights

Each Unit Owner shall have one vote on all matters submitted to the membership of the Association for each Unit owned by him, provided, however, that owners of property in resort or commercial areas shall be entitled to votes in accordance with Section 10.02b and Exhibit B of the Consolidated Plan of Sunriver ~~and Exhibit "B" attached thereto~~. Cumulative voting ~~shall not be permitted~~. ~~Proxy voting shall~~ will not be permitted. In cases where two or more persons share the ownership, the vote or consent of any one or more of such persons shall constitute the vote or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Secretary of the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

Section 7.~~Section 7-~~ Voting Procedure

~~(a)~~ (a) All voting shall be by via written ~~ballot or by Internet on-line~~ or online ballot. The Association shall deliver either a written ballot (or, where applicable, notice of online ballot, which will be available on the Association's website) to every Member entitled to vote on the matter ~~or provide an on-line ballot at a web site created for the purpose~~, according to the written wishes of the Member. The ballot shall:

- ~~(1)~~ (1) Set forth each proposed action, and
- ~~(2)~~ (2) Provide an opportunity to vote for or against each proposed action.

~~(b)~~ (b) All solicitations for votes by ballot shall:

- ~~(1)~~ (1) Indicate that the votes represented by returned ballots shall constitute a quorum;
- ~~(2)~~ (2) State the percentage of approvals necessary to approve each matter other than ~~election of Directors~~ director elections, and
- ~~(3)~~ (3) Specify a reasonable time by which a ballot must be received by the Association in order to be counted.

~~(c)~~ (c) A written or ~~on-line~~ online ballot may not be revoked.

~~(d)~~ (d) Ballots for the annual election of directors and all other ballot measures that are voted upon in the regular annual election shall be counted not less than seven (7) days before the date fixed for the Association's Annual Meeting.

~~(e)~~ (e) Special ballot meetings may be called by the Board ~~of Directors~~.

~~(f)~~ (f) The Board ~~of Directors~~ shall appoint an Election Committee Chair and two (2) or more additional committee members, ~~none~~ each of whom shall be Members and ~~none of whom may be part~~ of the incumbent Board of Directors. The Election Committee ~~shall~~ will be responsible for administering all elections and other ballot meetings.

~~(g)~~(g) Voted ballots ~~shall~~will be effective if received by the Association within the time provided in the Notice of Election and material soliciting the ballot, whether such ballots are delivered by mail, by hand delivery or sent ~~on-line~~online.

~~(h)~~(h) A proposed action may include multiple issues so long as the issues are reasonably related to one another as determined by the Board in its sole discretion.

Section 8~~Section 8-~~ Majority Vote

A majority of the votes cast carries the election unless a greater proportion is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or by these Bylaws.

Section 9~~Section 9-~~ Initiative/Referendum

~~Association~~ Members have the right to petition the Board ~~of Directors~~ for an election or initiative or referendum.

~~(a)~~(a) Chief petitioners (no less than two (2)) shall appear before the Board at a regularly scheduled meeting and hand deliver a Notice of Intent to File Petition for Initiative/Referendum. The notice shall indicate a proposed draft ballot measure. Arguments in favor may be presented to the Board at this time.

~~(b)~~(b) Unless the Board takes positive action on the proposal at the next regularly scheduled Board meeting, the chief petitioners may proceed to obtain the required number of voting Member signatures. The required number of voting Member signatures for a petition shall be five hundred (500).

~~(c)~~(c) Signers must be ~~owners~~Association Members of record at the time the petition signatures are to be verified. Each signatory must give their property street address and may only sign once for each parcel owned. Only one signature is permitted for each parcel of property.

~~(d)~~(d) The signature will be verified by the Election Committee upon presentation of the completed petition to the Election Committee ~~Chairperson~~Chair.

~~(e)~~(e) If the required number of signatures has been obtained and verified, the Election Committee will place the matter on the ballot for the next regularly scheduled election.

~~(f)~~(f) An Explanatory Committee, composed of the ~~Chairperson of the~~ Election Committee, ~~the~~ ~~Chairperson of~~ Chair, the Covenants Committee Chair, and one of the two Chief Petitioners, shall prepare the draft ballot title. The Election Committee ~~Chairperson~~Chair shall then publish the Ballot measure and solicit comments in accordance with the ~~SROA~~Association's voting procedures, rules and regulations in effect at the time.

~~(g)~~(g) The Explanatory Committee will prepare an impartial and understandable explanatory statement of five hundred (500) words or less which explains the measure and its effects, and submit it to ~~SROA~~the Association's legal counsel for review as to form and legality. The draft title and explanatory statement ~~shall~~must be submitted to the Election Committee one hundred twenty (120) days prior to the election date and ~~shall be~~ published in the official Association newspaper ~~of the~~ ~~SROA~~ in accordance with the ~~SROA~~Association's voting procedures, rules and regulations in effect at the time.

~~(h)~~(h) A statement of the ~~SROA Board of Directors'~~Board's position ~~shall~~will be solicited for publication in the voter pamphlet.

~~(i) (f)~~ A person or organization wishing to support or oppose a measure may have their statement of one hundred (100) words or less appear in the voter pamphlet if they submit such statement to the Election Committee at least sixty (60) days prior to the election date and pay additional cost of publication, if any.

Section 10.~~Section 10.~~ Ballot Retention~~-~~

~~SROA~~The Association shall retain ballots for one year from the date of the determination of any vote, except that ballots relating to an amendment to the Consolidated Plan, Bylaws or other governing document shall be retained for one year from the date the amendment is effective.

ARTICLE IV.~~ARTICLE IV.~~
DIRECTORS;~~MANAGEMENT~~

Section 1.~~Section 1.~~ Number and Qualification

The affairs of the Association shall be governed by a Board of Directors, which shall consist of nine (9) ~~persons who are~~directors who shall be and shall remain Members ~~of the Association in~~Good Standing. Pursuant to the Articles of Incorporation, the number of directors may be changed by amendment to these Bylaws adopted by not less than a two-thirds vote of the Members present in person or by proxy at a meeting called for that purpose; provided, however, that no change in the number of directors shall have the effect of removing any director prior to the expiration of his term of office. An individual ~~shall~~will not be eligible for nomination, election or appointment to the Board ~~of Directors~~ if the individual is an employee of the ~~Corporation~~Association at the time of such nomination, election or appointment. A ~~member of the Board of Directors~~director who wishes to become an employee of the ~~Corporation~~Association must resign from the Board ~~of Directors~~ prior to making any application for such employee position. Only a Member in Good Standing will be qualified to serve on the Board. Board candidates will be subject to a criminal background check. A criminal conviction may be grounds for disqualification unless mitigating circumstances are established; mitigating circumstances may include the type of offense, the length of time since conviction and whether restitution and/or rehabilitation was completed. Mitigating circumstances, if any, shall be determined in the discretion of the Nominating Committee (in the case of applicants seeking nomination) and by the Election Committee Chair (in the case of Petition Candidates).

~~Member in Good Standing Declaration: A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association for more than 90 days is not eligible for board membership. A person who has been convicted of any felony in this state or in a United States Federal Court or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 (five) years as of the date on which such person seeks election to the board. The validity of any action by the board shall not be affected by the ineligibility of a Board member.~~

Section 2. ~~Section 2.~~ Board Candidacy by ~~Nomination of Directors~~Nominating Committee

~~Nomination for election to the Board shall be made by a Nominating Committee duly appointed by the Board. Nominations may also be made by written petition containing the signatures of not less than one hundred (100) owners authorized to vote under provisions of Article III, Section 6.~~

Board candidates may be nominated by a Nominating Committee duly appointed by the Board. Board candidates interested in being nominated must complete and timely submit an application in such form as is approved or required by the Board from time to time ("Application for Nomination"). The completed Application for Nomination must be submitted to the

third Friday in March.

Nominating Committee Chair prior to the ~~filing deadline date set forth by the Board.~~ The Nominating Committee Chair will verify whether such applicant is a Member in Good Standing.

~~(a)(a)~~ The Nominating Committee shall consist of a Chairperson and two (2) or more Association Members ~~of the Association~~, none of whom ~~shall be members of the~~ may be incumbent ~~Board. The directors.~~ To ensure a competitive election per each election cycle, the Nominating Committee shall make as many nominations for election to the Board as the Nominating Committee deems appropriate, but no few than the number of director vacancies plus two additional candidates to ensure a competitive election per each election cycle.; provided, however, that in any instance where the total number of qualified candidate applicants is less than the number of director vacancies plus two (2) additional candidates, the Nominating Committee shall nominate all qualified candidates who apply.

(b) The Nominating Committee shall operate pursuant to their charter, which is approved by the Board and outlines duties and responsibilities of the Nominating Committee.

Section 3. Board Candidacy by Petition

~~(b)~~ Ballots shall provide write-in space for candidates.

Board candidates may, in addition to (or as an alternative to) proceeding through the Nominating Committee nomination process, seek to be placed on the ballot by petition ("Petition Candidate"); to do so, the Petition Candidate must be a Member in Good Standing, as verified by the Election Committee Chair, and must complete a petition form, in such form as is approved or required by the Board from time to time (the "Petition Form"), which, among other requirements, will require the Petition Candidate to collect no less than one hundred (100) Member signatures with verified Sunriver property addresses. A Member may sign Petition Forms for one or more Petition Candidates and may sign each Petition Form once for each parcel he or she votes. Each Petition Candidate must submit the completed Petition Form to the Election Committee Chair prior to the filing deadline ~~date set forth by the Board.~~ Prior to placing a Petition Candidate on the elections ballot, the Elections Committee Chair will verify whether a Petition Candidates is a Member in Good Standing.

of April 1st.

Section 4. ~~Section 3-~~ Election and Tenure of Office

There shall be three classes of directors, with three directors in each class. A director's term shall be three years and until the director's successor is duly elected and qualified. Election shall be by written ballot in July of each year. Terms will begin and end at the annual meeting of ~~the~~ Members ~~of the Association~~ in August of each year. At such annual meeting, the three new directors elected at the above described July election shall be announced. Such new directors shall replace those directors in the class whose terms expire at the end of such meeting and shall hold office until the third succeeding annual meeting.

Section 5. ~~Section 4-~~ Vacancies

~~(a)(a)~~ A vacancy on the Board shall exist upon the death, resignation or removal of any director or if the Members fail to elect the full authorized number of directors at the annual election.

~~(b)(b)~~ Vacancies on the Board for any cause may be filled by a majority vote of the directors then in office. Each director so elected shall hold office for the balance of the unexpired term or until ~~his~~ successor is elected.

Section 6. ~~Section 5-~~ Removal

All or any number of the directors may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of the majority of the Members entitled to vote at ~~an election of Directors~~ Board elections.

In the event of death, resignation or removal of a director, ~~his~~ a successor shall be selected by the remaining ~~members of the Board~~ directors and shall serve for the predecessor's unexpired term ~~of his predecessor~~.

Section 7.~~Section 6.~~ Powers

The administration and management of the Association is vested in the Board, which shall exercise all powers of the ~~Sunriver Owners~~ Association. The Board shall organize itself to carry out its functions and shall conduct the affairs of the Association. Functions of the Board include, but are not limited to:

- (a)~~(a)~~ Planning and policy development.
- (b)~~(b)~~ Financial management and development.
- (c)~~(c)~~ Services to Association Members.
- (d)~~(d)~~ Communications.

Section 8.~~Section 7.~~ Managing Agent or Manager

On behalf of the Association, the Board may employ or contract for a managing agent or a manager and establish compensation. It may delegate to the managing agent or manager such duties as are appropriate to the office.

Section 9.~~Section 8.~~ Meetings

Meetings of the Board shall be held at such place as may be designated from time to time by the Board or other persons calling the meeting.

Section 10.~~Section 9.~~ Notice of Special Meetings

(a)~~(a)~~ Notice of the time and place of special Board meetings shall be posted and given orally or delivered in writing personally or by email, fax, mail or telegram to each ~~Board member~~ director at least 48 hours before the meeting. Notice shall be deemed sufficient if actually received at the required time or if mailed, faxed, emailed or telegraphed not less than 72 hours before the meeting. Notice mailed, faxed, emailed or telegraphed shall be directed to the address or fax number shown on the records of the Association or to ~~the Board member's~~ each director's address or fax number shown on the records of the Association or to the ~~Board member's~~ director's address ascertained by the person giving the notice. As used herein, "address" shall mean either a mailing address or an electronic address, as the case may be.

(b)~~(b)~~ Notice of the time and place of holding an adjourned meeting need not be given if such time and place be fixed at the meeting adjourned except that they shall be posted.

(c)~~(c)~~ Attendance of a ~~Board member~~ director at a Board meeting shall constitute a waiver of notice of such meeting except where ~~a member~~ such director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(d)~~(d)~~ Any ~~Board member who shall be~~ director who is absent for three (3) consecutive meetings may be relieved of his/her Board duties. For the purpose of this section, no petition for removal

need be filed or vote taken and removal may take place at the conclusion of the third (3rd) meeting without prior notice by a majority vote of the Board.

Section 11.~~Section 10.~~ Open Meetings

Regular and special meetings of the Board shall be open to all Members; provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless recognized by the Board Chair to so participate. Such recognition may be overruled by a vote of a majority of ~~a quorum of the directors on~~ the Board. The Board may, with the approval of a majority of ~~a quorum of its members, close at~~ the directors on the Board, restrict the Board meeting to ~~owners other than Board Members~~ solely directors and meet in executive session to consult with legal counsel and/or to consider the following matters: (1) personnel matters, including salary negotiations and employee discipline; (2) negotiation of contracts with third parties; and (3) collection of unpaid assessments. The foregoing open meeting requirement ~~shall does~~ not ~~include~~ apply to meetings of the Board ~~of Directors~~ for the purpose of participating in litigation, mediation or arbitration proceedings.

Section 12.~~Section 11.~~ Quorum and Vote

~~(a)~~ (a) A majority of the directors on the Board shall constitute a quorum for the transaction of business. A minority of the directors on the Board, in the absence of a quorum, may not transact any business.

~~(b)~~ (b) The action of a majority of the directors on the Board present at any meeting at which there is a quorum shall be the act of the Board unless a greater number is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or these Bylaws.

Section 13.~~Section 12.~~ Action Taken Without a Meeting

Notwithstanding Section 10 above, and to the extent permitted by law, any action that may be taken at a meeting of the ~~Directors~~ Board may be taken without a meeting, if a consent in writing setting forth the action so taken, shall be signed by all directors. Any action so approved shall have the same effect as though taken at a meeting of the Board and shall be documented in the minutes of the next Board meeting.

Section 14.~~Section 13.~~ Director Participation at Meetings.

Any regular or special meeting of the Board ~~of directors~~ may be by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other's comments. Participation in such a meeting shall constitute presence in person at the meeting and shall constitute attendance for purposes of calculating a quorum.

Section 15.~~Section 14.~~ Nonprofit Purpose

In order to preserve the income tax-exempt status of the Association, neither the Board nor any ~~member thereof shall~~ director may do any act, or authorize or suffer the doing of any act by an officer or employee of the Association, on behalf of the Association which is inconsistent with the Articles or Bylaws or Section 501(C)(4) of the Internal Revenue Code. Any such act shall be *ultra vires* and void.

ARTICLE V.~~ARTICLE V.~~
OFFICERS

Section 1.~~Section 1.~~ Designation and Qualification

The officers shall be President, Vice President, Secretary, Treasurer and such other officers as the affairs of the Association may require (including without limitation, an Assistant Secretary, Assistant Treasurer, and Magistrate), each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine. The President, Vice President, Secretary and Treasurer shall be ~~members~~part of the Board. Any two offices may be held by the same person except the offices of President and Secretary. The officers of the Association, other than Magistrate, shall be property owners within Sunriver.

Section 2.~~Section 2.- Election and Vacancies~~

The officers of the Association shall be elected at the regularly scheduled Board ~~of Directors~~ meeting in June. Officers shall serve for one year beginning at the conclusion of the annual meeting of Association Members ~~of the Association~~ in August and until the end of the next annual meeting or until their successors are duly elected, whichever is later. If any office shall become vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term at any meeting of the Board.

Section 3.~~Section 3.- Resignation and Removal~~

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation ~~shall~~will not be necessary to make it effective.

Section 4.~~Section 4.- President~~

The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Association. He shall preside at all meetings of the ~~members and of the~~ Board. He shall be a non-voting ex-officio member of all standing committees, except the Nominating Committee, including the Executive Committee, if any, shall have the general powers and duties of management usually vested in the office of a nonprofit corporation, and shall have other powers and duties as may be prescribed by the Board or these Bylaws.

(a)~~(a)~~ Immediate Past President

The immediate past president, if not serving as a ~~member of the Board~~director, shall be a non-voting ex-officio member of the Board during the year immediately following his presidency.

Section 5.~~Section 5.- Vice President~~

The Vice President shall perform such duties as may be assigned by the Board and in the event of the President's absence, inability or refusal to act, shall perform the duties and exercise the powers of the President.

Section 6.~~Section 6.- Absence of Officer~~

In absence of both the President and Vice President, a ~~quorum~~majority of the directors on the Board may ~~vote one of their number~~appoint a director to temporarily assume the duties of the office of President. If the Secretary or Treasurer are absent or unable to act, the Assistant Secretary or Assistant Treasurer, as the case may be, shall possess all of the powers and perform all of the duties of the Secretary or the Treasurer, as the case may be.

Section 7.~~Section 7.- Secretary~~

~~(a)~~ The Secretary shall keep or cause to be kept a Book of Minutes of all meetings of the Board of the Association showing the time and place of the meeting, whether regular or special and, if special, how authorized, the notice given, the names of those present at all Board meetings, the number of memberships present or represented at Association meetings and the proceedings thereof.

~~(b)~~ The Secretary shall give or cause to be given such notice of the meetings of the Association and of the Board as is required by these Bylaws or by law. He shall keep the seal of the Association and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

~~(c)~~ The original or a copy of the Bylaws and any amendments thereto, and Board resolutions certified by the Secretary, shall be open to inspection by Association Members ~~of the Association~~ in the manner and to the extent required by law.

Section 8.~~Section 8.~~ Treasurer

~~(a)~~ The Treasurer shall assure that the Association maintains accurate accounting and financial records as well as provide appropriate financial reports to the Board on a regular basis. The Treasurer shall review and develop, or cause to be developed, for approval by the Board, policies regarding annual budgets, financial procedures and systems. Along with the President, Vice President and Secretary, the Treasurer shall be a signatory for bank accounts and other financial documents.

~~(b)~~ The Treasurer shall serve as a member of the Board Finance Committee and shall annually review the Association's financial audit with the Board Finance Committee and appropriate Association personnel involved in the financial affairs of the Association, prior to submitting the audit report to the Board.

~~(c)~~ The Treasurer shall serve as Chair of the Board Finance Committee. Where the Board consents, the Treasurer may be a member of, or designate a Board Finance Committee member to serve on, any ~~Association~~ ad hoc Association committee formed to address issues with a significant financial impact on the Association.

Section 9.~~Section 9.~~ Compensation of Officers

No officer who is a member of the Board shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution adopted by ~~the Association~~ Members ~~of the Association~~. The Board may fix any compensation to be paid to other officers.

ARTICLE VI.~~ARTICLE VI.~~ COMMITTEES

Subject to law, the provisions of the Articles of Incorporation and these Bylaws, the Board may appoint standing or Ad Hoc committees and task forces as may be necessary from time to time, consisting of such numbers of ~~its members,~~ directors, other Association Members, individuals representing an entity within or outside Sunriver or persons living within Sunriver, but who are not Association Members ~~of the Association~~.

ARTICLE VII.~~ARTICLE VII.~~ GENERAL PROVISIONS

Section 1.~~Section 1.~~ Seal

The corporate seal shall be in the form impressed on the margin hereof.

Section 2.~~Section 2.-~~ Notices

All notices to the Association or the Board shall be sent in care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time. All notices to Members shall be sent to the Member's ~~unit~~Sunriver residence address or to such other address as may have been designated by the Member from time to time in writing to the Board.

Section 3.~~Section 3.-~~ Waiver of Notice

Whenever any notice to any Member is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or these Bylaws, a waiver of notice in writing signed at any time by ~~the person~~such Member entitled to notice shall be equivalent to the giving of notice.

Section 4.~~Section 4.-~~ Execution of Documents

The Board may, except as otherwise provided in the Consolidated Plan of Sunriver, Articles of Incorporation, or these Bylaws, authorize, in writing, any officer or agent to enter into any contract to execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 5.~~Section 5.-~~ Conflicts

These Bylaws are intended to comply with the Oregon nonprofit corporation law, the Consolidated Plan of Sunriver and the Articles of Incorporation. In case of an irreconcilable conflict, such statute and documents shall control over these Bylaws.

Section 6.~~Section 6.-~~ Robert's Rules of Order

Unless other Rules of Order are adopted by resolution of the Board:

~~(a)~~~~(a)~~ Meetings of the Association and the Board ~~of Directors~~ shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association.

~~(b)~~~~(b)~~ A decision of the Association or the Board may not be challenged because the appropriate Rules of Order were not used unless the person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

~~(c)~~~~(c)~~ A decision of the Association and the Board is deemed valid without regard to procedural errors related to the Rules of Order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

ARTICLE VIII.~~ARTICLE VIII.~~
AMENDMENTS TO BYLAWS

Section 1.~~Section 1.-~~ How Proposed

Except as otherwise provided in these Bylaws, amendments to these Bylaws shall be proposed by either one third of the Board or by Members owning thirty percent (30%) of the units. The proposed amendments must be in writing and shall be included in the notice of any meeting at which action is to be taken thereon.

Section 2.~~Section 2.-~~ Adoption

The proposed amendment may be adopted by either of the following methods:

~~(a)~~ By a majority vote of the directors on the Board at a regular or special meeting called for that purpose, at which a quorum is present.

~~(b)~~ By the membership Members at a regular or special meeting of the Association held for that purpose, by a sixty percent (60%) vote of the Members casting ballots, provided, however, that those provisions of these Bylaws which are governed by the Consolidated Plan of Sunriver or the Articles of Incorporation of this Association may not be amended except as provided in those documents.

Section 3.~~Section 3-~~ Recording

Once adopted, such amendment shall be copied in the appropriate place of the Minute Book of the Association containing the original Bylaws with the date of such adoption appended. If any Bylaws are repealed, the fact of such repeal and the date on which the repeal occurred shall be stated in such book and place.

ARTICLE IX. ~~ARTICLE IX.~~
SROA-VOTING PROCEDURES

Section 1.~~Section 1-~~ Notification to Election Committee

The ~~SROA~~ Board ~~of Directors~~ must notify the Election Committee Chairperson Chair of measures to be voted upon in the regular annual election within five (5) days of the adjournment of the April Board ~~of Directors~~ meeting, or for special elections at least one hundred twenty (120) days prior to the election closing date. The annual election of directors shall close seven (7) days prior to the date of the annual meeting. The date for the close of election for a special election shall be set by the Board ~~of Directors~~. As used hereinafter, date of election, close of election, and closing shall mean the date that all the election ballots must be received in the SROA Association's office or post office box by 12:00PM in order to be included in the election count.

Section 2.~~Section 2-~~ Publication of Election to be Held

The Election Committee Chairperson Chair must publish in the official SROA Association newspaper distributed to all unit owners Members that an election will be held, that voting will be by mail, or, if available, online, according to the requested delivery method of the Member, the positions that are to be filled, any ballot measures that may be presented, and the closing date of the election. This notice must be published a minimum of three times beginning with the May issue: once in each of the three issues of the official SROA Association newspaper which immediately precedes the election. (The third publication may include the issue of the month in which the election closes if the closing date is the tenth (10th) of the month or later.) In lieu of publishing notice of an election in the official SROA Association newspaper, the Election Committee Chairperson Chair, at the direction of the Board ~~of Directors~~, may substitute notice of an upcoming election by mailing the required notice by May 1st to all owners Association Members listed as owners Members of record with the SROA Association.

Section 3.~~Section 3-~~ Candidacy ~~Form and Petition for Nomination~~

~~All candidates must file a Candidacy Form (Exhibit "A" attached hereto). The Nominating Committee shall solicit nominees, each completing and filing a Candidacy Form with the Election Committee Chairman at least 120 days prior to the election closing. Other candidates may obtain Petitions for Nomination (Exhibit "B" attached hereto) bearing the signatures and Sunriver property address of no less than one hundred (100) SROA members and file the completed Petition for~~

~~Nomination with their completed Candidacy Form with the Election Committee Chairman at least 120 days prior to the election closing. An SROA member may sign one or more Petitions for Nomination and may sign each petition once for each parcel he or she votes.~~

Section 4. ~~Candidacy~~ Verification - List of Candidates for the Ballot

(a) Within ten (10) days of the filing period close, the Election Committee ~~Chairperson~~Chair will verify ~~petitioner candidates' ownership in Sunriver as well as all~~all the Member signatures and Sunriver property addresses ~~and prepare a list of candidates in alphabetical order derived from the list of~~on all Petition Forms, and will verify that such Petition Candidate is a Member in Good Standing. The Nominating Committee will provide the Election Committee Chair with the list of nominees they have deemed qualified. The Election Committee Chair will prepare an alphabetical list of all qualified Board candidates provided (both those nominated by the Nominating Committee and theverified~~petitioner~~Petition Candidates qualified by the Election Committee Chair) to be placed on the ballot.

(b) Ballots shall also provide write-in space for additional Board candidates.

Section 4. ~~Section 5-~~ Ballot Measure Comments

With respect to measures to be voted upon in the regular annual election of the Association, the Election Committee ~~Chairperson~~Chair must publish in the May issue of the official ~~SROA~~Association newspaper distributed to all ~~unit-owners~~Members: 1) text of all ballot measures, 2) solicitation of pro and con statements for inclusion in the voter pamphlet, and 3) notice of the ~~June 1~~forty-five (45)-day deadline for receipt of pro and con statements.

In a special election, the Election Committee ~~Chairperson~~Chair must publish the text of the ballot measure(s) in the official ~~SROA~~Association newspaper for at least three issues prior to the closing date of the special election. A deadline will also be set for a minimum of ~~ninety~~forty-five (90/45) days prior to the release of material for printing of the ballot for all pro and con statements. For all elections, pro and cons statements may only be submitted for ballot measures (not candidates).

Section 5. ~~Section 6-~~ Voters Pamphlet

The Election Committee ~~Chairperson~~Chair will then direct staff to prepare a voter pamphlet which will include the background, qualifications, current photo, and a statement by each candidate, as well as an explanation of each measure to be voted on. Arguments for and against ballot measures, including those prepared by the ~~SROA~~ Board, ~~SROA~~ committees of the Board, and those submitted by ~~SROA~~ Members, should be included. Length (word count) of arguments may be limited at the discretion of the Board.

Section 6. ~~Section 7-~~ Ballots

The Election Committee ~~Chairperson~~Chair will then direct staff to prepare the ballot, which shall include a space for write-in candidates.

Section 7. ~~Section 8-~~ Election Package

A minimum of thirty (30) days before the election closes, the Election Committee ~~Chairperson~~Chair shall cause to be mailed out, the following:

(a)~~(a)~~ The voter pamphlet and notice of where the pamphlet can be found on the ~~Internet if online voting is available~~Association's website, as applicable.

(b)~~(b)~~ The ballot and the notice of where the ballot can be found on the ~~Internet, if~~Association's website, as applicable.

~~(c)(e)~~ If a written ballot is sent, a secrecy envelope with printed instructions for voter use. If provided, online ballots shall ensure voter privacy.

~~(d)(e)~~ If a written ballot is sent, a blue return envelope, labeled BALLOT ENCLOSED, addressed to the Election Committee ~~Chairperson~~Chair, with a place for voter signature, a label which includes the voter's Sunriver property address and mailing address, and a statement regarding the need for the voter's signature, as well as the election closing date and time by which the ballot must be returned.

Section 8.~~Section 9.~~ Ballot Handling Procedures

The Election Committee will receive the mailed ballots, checking blue envelopes for signatures. If an envelope is unsigned, the ballot is invalid. Blue envelopes will be kept under lock until the election closing date deadline has passed. Only one ballot per secrecy envelope will be allowed. In the case of online ballots, the Election Committee Chair shall receive the results of the online balloting no later than 4 PM Pacific Time on the first (1st) business day following the close of the election.

~~(a)(a)~~ The Election Committee will open all blue envelopes removing the secrecy envelopes and keeping the blue envelope.

~~(b)(b)~~ On the day the election closes, the Election Committee will open the secrecy envelopes and remove the ballots. If there is more than one ballot in the envelope or if there is any writing on the ballot which identifies the voter, that ballot becomes invalid and is placed in an INVALID BALLOT envelope and signed by the Election Committee ~~Chairperson~~Chair.

~~(c)(e)~~ The ballots are then counted by the Election Committee using tally sheets prepared by the committee, or by computer. Each completed tally sheet shall be signed by the ~~Chairperson~~Committee member responsible for that bundle of ballots.

Section 9.~~Section 10.~~ Election Results

The Election Committee ~~Chairperson~~Chair will prepare and certify an election result sheet including the number of votes received by each ballot measure. The Election Committee ~~Chairperson~~Chair shall post the results on all official ~~SROA~~Association posting boards immediately after the count is determined, and immediately give the results to the ~~SROA~~Association's President who shall announce the results into the minutes at the next regularly scheduled Board meeting. The results of all elections shall also appear in the next issue of the official ~~SROA~~Association newspaper and posted online to the ~~SROA~~Association website.

Section 10.~~Section 11.~~ Postponement or Extension

Notwithstanding any provision herein to the contrary, upon the vote of a majority of the directors present at a Board meeting at which a quorum is present, the Board may postpone the election date or extend the election closing date by not more than sixty (60) days by notice to the Election Committee ~~Chairperson~~Chair, prior to the mailing of the ballots, on any matter other than ~~election of Directors~~director elections and any vote generated by referendum.

~~ARTICLE X.~~ARTICLE X. RELEASE FROM LIABILITY AND INDEMNIFICATION

Section 1.~~Section 1.~~ Release From Liability

To the fullest extent permitted by the Oregon Nonprofit Corporation Act, no director shall be held personally liable to the Association or its Members for monetary damages for conduct as a director.

Section 2. ~~Section 2.~~ Indemnification of Officers, Directors, and Committee Members

(a) ~~(a)~~ The Association shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act, any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including any action, suit or proceeding by or in the right of the Association), by reason of the fact that the person is or was an unpaid director, officer, committee member or agent of the Association, or an unpaid fiduciary, within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Association, or serves or served at the request of the Association as a director or an officer or as a fiduciary of an employee benefit plan of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporation Act in effect at the time of the determination.

(b) ~~(b)~~ To the fullest extent permitted by the Oregon Nonprofit Corporation Act, the Association shall pay for or reimburse any and all reasonable expenses incurred by an unpaid director, officer committee member, agent or fiduciary of the Association who is a party to a proceeding in advance of the final disposition of the proceeding.

(c) ~~(c)~~ The Association may indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including any action, suit, or proceeding by or in the right of the Association), by reason of the fact that the person is or was a paid officer, committee member, employee or agent of the Association, or a paid fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Association, or serves or served at the request of the Association as a director or an officer or as a fiduciary of an employee benefit plan of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporation Act in effect at the time of the determination.

(d) ~~(d)~~ To the fullest extent permitted by the Oregon Nonprofit Corporation Act, the Association may pay for or reimburse any and all reasonable expenses incurred by a paid officer, committee member, employee, agent or fiduciary of the Association who is a party to a proceeding in advance of the final disposition of the proceeding.

(e) ~~(e)~~ For the purposes of determining the right to any indemnification under this Article X, Section 2, the termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, ~~shall~~ will not, of itself, create a presumption that the person acted in bad faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful.

(f) ~~(f)~~ The right to indemnification and to the payment or reimbursement of expenses with regard to a proceeding conferred in this Article X, Section 2, ~~shall~~ will not be exclusive of any other rights to which any person may be entitled or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, Action by the Board ~~of Directors~~, vote of the Members or otherwise, and shall continue as to any person who has ceased to be a director, officer, committee

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member, employee, agent or fiduciary of the Association, and shall insure to the benefit of the heirs, executors, and administrators of such person.

[Link-to-previous setting changed from on in original to off in modified.]

Exhibit "A"
CANDIDACY FORM
FOR DIRECTOR, SUNRIVER OWNERS ASSOCIATION

Name of Candidate _____

Sunriver Property Address _____

Residence Address _____

City _____ State _____ Zip _____

Phone Number _____ Date _____

To: _____ SROA Election Committee Chair

By signing this document, I certify that: 1) I am an owner of record in Sunriver, and that if I am elected I will accept and qualify for the office of SROA Director; 2) I understand, and if elected, accept the duties and responsibilities of an SROA director as described in the Consolidated Plan; 3) I have read and agree to follow the conflict of interest policy adopted by SROA; 4) I have read and understand the member in good standing declaration in Article IV, Section 1 of these Bylaws; 5) I will complete any candidate information form the Nominating Committee may request of candidates; 6) I will meet with the Nominating Committee if requested. (Please check one of the following:)

I was nominated by the SROA Nominating Committee

I am attaching the required signature sheets bearing signatures of at least
—100 electors of SROA.

I desire to have my name appear on the ballot as follows:

Signature of Candidate _____ Date _____

Instructions for candidates' statements to be printed in the *Sunriver Scene* and the voters pamphlet, will be sent to each candidate by the SROA Communications Director.

[Link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.].

Exhibit "B"
SIGNATURE SHEET
SROA DIRECTOR, PETITION FOR NOMINATION

Name of Candidate _____

Sunriver Property Address _____

Residence Address _____

City _____ State _____ Zip _____

To: _____, SROA Election Committee Chairperson

We, the undersigned, request that the candidates name printed above ~~be placed on the ballot for the August ____, 20__ election.~~ NOTE: Only one owner of a unit may sign the petition and an owner may sign once for each unit he/she owns.

~~NOTICE TO CANDIDATE: PETITION SIGNATURES MUST BE VERIFIED BEFORE A PETITION CAN BE ACCEPTED. BE SURE YOU SUBMIT YOUR PETITION IN AMPLE TIME FOR THIS PROCESS TO BE COMPLETED BEFORE 5:00PM ON THE FINAL FILING DAY.~~

~~SIGNATURE~~ _____

PRINTED NAME _____
SUNRIVER ADDRESS _____

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

I hereby certify that _____ (number) signatures on this petition are those of unit owners of SROA.

Date: _____
_____ Election Committee Chairperson, SROA

[Link-to-previous setting changed from on in original to off in modified.].

**BYLAWS
OF
SUNRIVER
OWNERS ASSOCIATION**

Revised 1/__/24

**BYLAWS OF THE
SUNRIVER OWNERS ASSOCIATION**

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**BYLAWS OF
SUNRIVER OWNERS ASSOCIATION**

**ARTICLE I.
DEFINITIONS**

Section 1. Articles of Incorporation

“Articles of Incorporation” means the Articles of Incorporation of the Association.

Section 2. Association

“Association” means the Sunriver Owners Association, a non-profit corporation organized and existing under the laws of the State of Oregon.

Section 3. Association Member or Member

“Association Member” or “Member” means and includes every “Unit Owner”, “Commercial Property Owner”, and “Resort Property Owner” as each such term is defined in the Consolidated Plan of Sunriver.

Section 4. Board

“Board” means the Board of Directors of the Association.

Section 5. Consolidated Plan of Sunriver

“Consolidated Plan of Sunriver” means the instrument which is dated and recorded in the Deed of Records of Deschutes County, State of Oregon, in Volume 159, Page 198, as the same may be amended and supplemented pursuant to the terms thereof.

Section 6. Member In Good Standing

“Member in Good Standing” means a Member who is not (i) delinquent for a period longer than ninety (90) days in the payment of any fee, fine, or other monetary obligation to the Association or otherwise subject to suspension or other disciplinary action or proceeding by the Association, or (ii) otherwise disqualified due to a criminal conviction.

Section 7. Incorporation by Reference

Any terms used but not defined in these Bylaws will have the meaning found in the defined terms section (Section 1) of the Consolidated Plan of Sunriver.

**ARTICLE II.
MEMBERSHIP**

Section 1. Membership

A Member’s membership in the Association shall commence, exist and continue simply by virtue of such Member constituting a Unit Owner, Commercial Property Owner, or Resort Property Owner under the Consolidated Plan, and will expire automatically when such person(s) no longer constitutes a Unit Owner, Commercial Property Owner, or Resort Property Owner under the Consolidated Plan, and need not be confirmed or evidenced by any certificate or acceptance of membership.

Section 2. Membership List

The Secretary shall maintain at the principal office of the Association a membership list showing the names and addresses of each Member. The Secretary may accept as satisfactory proof of such

ownership a duly executed contract of sale, a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board.

Section 3. Voting Rights

Voting rights of the Members are set forth in Article III, Section 6, herein.

Section 4. Suspension of Membership

During any period in which a Member is in default in the payment of any regular or special assessment or fine levied by the Association or in violation of any rule or regulation, the voting rights of such Member, and/or any other membership rights of such Member, may be suspended by the Board, after written notice and an opportunity to be heard are granted to such Member, until such delinquency has been paid or compliance issue remedied.

ARTICLE III.
MEETINGS AND VOTING

Section 1. Place of Meeting

Meetings of the Members shall be held in Sunriver, Deschutes County, Oregon, or at a place designated in the notice of the meeting.

Section 2. Annual Meeting

The annual meeting of Members shall be held at such reasonable hour and on such reasonable day during the month of August each year as the President or the Board may designate.

Section 3. Special Meetings

A special meeting of the Association may be called at any time (i) by the President, (ii) by at least one third of the directors on the Board, or (iii) on the Board's receipt of a written request stating the purpose of the meeting from Members having ten percent (10%) or more of the votes entitled to be cast at an election.

Section 4. Notice of Meeting

(a) Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than fifty (50) days before the date of the meeting, either personally or by mail, or at the direction of the President, or the Secretary, or the persons calling the meeting, to each Member entitled to vote at an election.

(b) When a meeting is adjourned for thirty (30) days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases, no notice of the adjournment or the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

Section 5. Quorum

The votes cast in an election shall constitute a quorum.

Section 6. Voting Rights

Each Unit Owner shall have one vote on all matters submitted to the membership of the Association for each Unit owned by him, provided, however, that owners of property in resort or commercial areas shall be entitled to votes in accordance with Section 10.02b and Exhibit B of the Consolidated Plan of Sunriver. Cumulative voting will not be permitted. In cases where two or

more persons share the ownership, the vote or consent of any one or more of such persons shall constitute the vote or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Secretary of the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

Section 7. Voting Procedure

(a) All voting shall be by via written or online ballot. The Association shall deliver either a written ballot (or, where applicable, notice of online ballot, which will be available on the Association's website) to every Member entitled to vote on the matter, according to the written wishes of the Member. The ballot shall:

- (1) Set forth each proposed action, and
- (2) Provide an opportunity to vote for or against each proposed action.

(b) All solicitations for votes by ballot shall:

- (1) Indicate that the votes represented by returned ballots shall constitute a quorum;
- (2) State the percentage of approvals necessary to approve each matter other than director elections, and
- (3) Specify a reasonable time by which a ballot must be received by the Association in order to be counted.

(c) A written or online ballot may not be revoked.

(d) Ballots for the annual election of directors and all other ballot measures that are voted upon in the regular annual election shall be counted not less than seven (7) days before the date fixed for the Association's Annual Meeting.

(e) Special ballot meetings may be called by the Board.

(f) The Board shall appoint an Election Committee Chair and two (2) or more additional committee members, each of whom shall be Members and none of whom may be part of the incumbent Board. The Election Committee will be responsible for administering all elections and other ballot meetings.

(g) Voted ballots will be effective if received by the Association within the time provided in the Notice of Election and material soliciting the ballot, whether such ballots are delivered by mail, by hand delivery or sent online.

(h) A proposed action may include multiple issues so long as the issues are reasonably related to one another as determined by the Board in its sole discretion.

Section 8. Majority Vote

A majority of the votes cast carries the election unless a greater proportion is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or by these Bylaws.

Section 9. Initiative/Referendum

Members have the right to petition the Board for an election or initiative or referendum.

(a) Chief petitioners (no less than two (2)) shall appear before the Board at a regularly scheduled meeting and hand deliver a Notice of Intent to File Petition for Initiative/Referendum. The notice shall indicate a proposed draft ballot measure. Arguments in favor may be presented to the Board at this time.

(b) Unless the Board takes positive action on the proposal at the next regularly scheduled Board meeting, the chief petitioners may proceed to obtain the required number of voting Member signatures. The required number of voting Member signatures for a petition shall be five hundred (500).

(c) Signers must be Association Members of record at the time the petition signatures are to be verified. Each signatory must give their property street address and may only sign once for each parcel owned. Only one signature is permitted for each parcel of property.

(d) The signature will be verified by the Election Committee upon presentation of the completed petition to the Election Committee Chair.

(e) If the required number of signatures has been obtained and verified, the Election Committee will place the matter on the ballot for the next regularly scheduled election.

(f) An Explanatory Committee, composed of the Election Committee Chair, the Covenants Committee Chair, and one of the two Chief Petitioners, shall prepare the draft ballot title. The Election Committee Chair shall then publish the Ballot measure and solicit comments in accordance with the Association's voting procedures, rules and regulations in effect at the time.

(g) The Explanatory Committee will prepare an impartial and understandable explanatory statement of five hundred (500) words or less which explains the measure and its effects, and submit it to the Association's legal counsel for review as to form and legality. The draft title and explanatory statement must be submitted to the Election Committee one hundred twenty (120) days prior to the election date and published in the official Association newspaper in accordance with the Association's voting procedures, rules and regulations in effect at the time.

(h) A statement of the Board's position will be solicited for publication in the voter pamphlet.

(i) A person or organization wishing to support or oppose a measure may have their statement of one hundred (100) words or less appear in the voter pamphlet if they submit such statement to the Election Committee at least sixty (60) days prior to the election date and pay additional cost of publication, if any.

Section 10. Ballot Retention

The Association shall retain ballots for one year from the date of the determination of any vote, except that ballots relating to an amendment to the Consolidated Plan, Bylaws or other governing document shall be retained for one year from the date the amendment is effective.

ARTICLE IV. DIRECTORS; MANAGEMENT

Section 1. Number and Qualification

The affairs of the Association shall be governed by a Board of Directors, which shall consist of nine (9) directors who shall be and shall remain Members in Good Standing. Pursuant to the Articles of Incorporation, the number of directors may be changed by amendment to these Bylaws

adopted by not less than a two-thirds vote of the Members present in person or by proxy at a meeting called for that purpose; provided, however, that no change in the number of directors shall have the effect of removing any director prior to the expiration of his term of office. An individual will not be eligible for nomination, election or appointment to the Board if the individual is an employee of the Association at the time of such nomination, election or appointment. A director who wishes to become an employee of the Association must resign from the Board prior to making any application for such employee position. Only a Member in Good Standing will be qualified to serve on the Board. Board candidates will be subject to a criminal background check. A criminal conviction may be grounds for disqualification unless mitigating circumstances are established; mitigating circumstances may include the type of offense, the length of time since conviction and whether restitution and/or rehabilitation was completed. Mitigating circumstances, if any, shall be determined in the discretion of the Nominating Committee (in the case of applicants seeking nomination) and by the Election Committee Chair (in the case of Petition Candidates).

Section 2. Board Candidacy by Nomination of Nominating Committee

Board candidates may be nominated by a Nominating Committee duly appointed by the Board. Board candidates interested in being nominated must complete and timely submit an application in such form as is approved or required by the Board from time to time (“Application for Nomination”). The completed Application for Nomination must be submitted to the Nominating Committee Chair prior to the third Friday in March. The Nominating Committee Chair will verify whether such applicant is a Member in Good Standing.

(a) The Nominating Committee shall consist of a Chair and two (2) or more Association Members, none of whom may be incumbent directors. To ensure a competitive election per each election cycle, the Nominating Committee shall make as many nominations for election to the Board as the Nominating Committee deems appropriate, but not fewer than the number of director vacancies plus two additional candidates; provided, however, that in any instance where the total number of qualified candidate applicants is less than the number of director vacancies plus two (2) additional candidates, the Nominating Committee shall nominate all qualified candidates who apply.

(b) The Nominating Committee shall operate pursuant to their charter, which is approved by the Board and outlines duties and responsibilities of the Nominating Committee.

Section 3. Board Candidacy by Petition

Board candidates may, in addition to (or as an alternative to) proceeding through the Nominating Committee nomination process, seek to be placed on the ballot by petition (“Petition Candidate”); to do so, the Petition Candidate must be a Member in Good Standing, as verified by the Election Committee Chair, and must complete a petition form, in such form as is approved or required by the Board from time to time (the “Petition Form”), which, among other requirements, will require the Petition Candidate to collect no less than one hundred (100) Member signatures with verified Sunriver property addresses. A Member may sign Petition Forms for one or more Petition Candidates and may sign each Petition Form once for each parcel he or she votes. Each Petition Candidate must submit the completed Petition Form to the Election Committee Chair prior to April 1st. Prior to placing a Petition Candidate on the elections ballot, the Elections Committee Chair will verify whether a Petition Candidates is a Member in Good Standing.

Section 4. Election and Tenure of Office

There shall be three classes of directors, with three directors in each class. A director’s term shall be three years and until the director’s successor is duly elected and qualified. Election shall be by written ballot in July of each year. Terms will begin and end at the annual meeting of Members in

August of each year. At such annual meeting, the three new directors elected at the above described July election shall be announced. Such new directors shall replace those directors in the class whose terms expire at the end of such meeting and shall hold office until the third succeeding annual meeting.

Section 5. Vacancies

(a) A vacancy on the Board shall exist upon the death, resignation or removal of any director or if the Members fail to elect the full authorized number of directors at the annual election.

(b) Vacancies on the Board for any cause may be filled by a majority vote of the directors then in office. Each director so elected shall hold office for the balance of the unexpired term or until a successor is elected.

Section 6. Removal

All or any number of the directors may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of the majority of the Members entitled to vote at Board elections.

In the event of death, resignation or removal of a director, a successor shall be selected by the remaining directors and shall serve for the predecessor's unexpired term.

Section 7. Powers

The administration and management of the Association is vested in the Board, which shall exercise all powers of the Association. The Board shall organize itself to carry out its functions and shall conduct the affairs of the Association. Functions of the Board include, but are not limited to:

- (a) Planning and policy development.
- (b) Financial management and development.
- (c) Services to Association Members.
- (d) Communications.

Section 8. Managing Agent or Manager

On behalf of the Association, the Board may employ or contract for a managing agent or a manager and establish compensation. It may delegate to the managing agent or manager such duties as are appropriate to the office.

Section 9. Meetings

Meetings of the Board shall be held at such place as may be designated from time to time by the Board or other persons calling the meeting.

Section 10. Notice of Special Meetings

(a) Notice of the time and place of special Board meetings shall be posted and given orally or delivered in writing personally or by email, fax, mail or telegram to each director at least 48 hours before the meeting. Notice shall be deemed sufficient if actually received at the required time or if mailed, faxed, emailed or telegraphed not less than 72 hours before the meeting. Notice mailed, faxed, emailed or telegraphed shall be directed to the address or fax number shown on the records of the Association or to each director's address or fax number shown on the records of the Association or to the

director's address ascertained by the person giving the notice. As used herein, "address" shall mean either a mailing address or an electronic address, as the case may be.

(b) Notice of the time and place of holding an adjourned meeting need not be given if such time and place be fixed at the meeting adjourned except that they shall be posted.

(c) Attendance of a director at a Board meeting shall constitute a waiver of notice of such meeting except where such director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(d) Any director who is absent for three (3) consecutive meetings may be relieved of his/her Board duties. For the purpose of this section, no petition for removal need be filed or vote taken and removal may take place at the conclusion of the third (3rd) meeting without prior notice by a majority vote of the Board.

Section 11. Open Meetings

Regular and special meetings of the Board shall be open to all Members; provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless recognized by the Board Chair to so participate. Such recognition may be overruled by a vote of a majority of the directors on the Board. The Board may, with the approval of a majority of the directors on the Board, restrict the Board meeting to solely directors and meet in executive session to consult with legal counsel and/or to consider the following matters: (1) personnel matters, including salary negotiations and employee discipline; (2) negotiation of contracts with third parties; and (3) collection of unpaid assessments. The foregoing open meeting requirement does not apply to meetings of the Board for the purpose of participating in litigation, mediation or arbitration proceedings.

Section 12. Quorum and Vote

(a) A majority of the directors on the Board shall constitute a quorum for the transaction of business. A minority of the directors on the Board, in the absence of a quorum, may not transact any business.

(b) The action of a majority of the directors on the Board present at any meeting at which there is a quorum shall be the act of the Board unless a greater number is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or these Bylaws.

Section 13. Action Taken Without a Meeting

Notwithstanding Section 10 above, and to the extent permitted by law, any action that may be taken at a meeting of the Board may be taken without a meeting, if a consent in writing setting forth the action so taken, shall be signed by all directors. Any action so approved shall have the same effect as though taken at a meeting of the Board and shall be documented in the minutes of the next Board meeting.

Section 14. Director Participation at Meetings

Any regular or special meeting of the Board may be by means of conference telephone, video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other's comments. Participation in such a meeting shall constitute presence in person at the meeting and shall constitute attendance for purposes of calculating a quorum.

Section 15. Nonprofit Purpose

In order to preserve the income tax-exempt status of the Association, neither the Board nor any director may do any act, or authorize or suffer the doing of any act by an officer or employee of the Association, on behalf of the Association which is inconsistent with the Articles or Bylaws or Section 501(C)(4) of the Internal Revenue Code. Any such act shall be *ultra vires* and void.

ARTICLE V. OFFICERS

Section 1. Designation and Qualification

The officers shall be President, Vice President, Secretary, Treasurer and such other officers as the affairs of the Association may require (including without limitation, an Assistant Secretary, Assistant Treasurer, and Magistrate), each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine. The President, Vice President, Secretary and Treasurer shall be part of the Board. Any two offices may be held by the same person except the offices of President and Secretary. The officers of the Association, other than Magistrate, shall be property owners within Sunriver.

Section 2. Election and Vacancies

The officers of the Association shall be elected at the regularly scheduled Board meeting in June. Officers shall serve for one year beginning at the conclusion of the annual meeting of Association Members in August and until the end of the next annual meeting or until their successors are duly elected, whichever is later. If any office shall become vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term at any meeting of the Board.

Section 3. Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 4. President

The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Association. He shall preside at all meetings of the Board. He shall be a non-voting ex-officio member of all standing committees, except the Nominating Committee, including the Executive Committee, if any, shall have the general powers and duties of management usually vested in the office of a nonprofit corporation, and shall have other powers and duties as may be prescribed by the Board or these Bylaws.

(a) Immediate Past President

The immediate past president, if not serving as a director, shall be a non-voting ex-officio member of the Board during the year immediately following his presidency.

Section 5. Vice President

The Vice President shall perform such duties as may be assigned by the Board and in the event of the President's absence, inability or refusal to act, shall perform the duties and exercise the powers of the President.

Section 6. Absence of Officer

In absence of both the President and Vice President, a majority of the directors on the Board may appoint a director to temporarily assume the duties of the office of President. If the Secretary or Treasurer are absent or unable to act, the Assistant Secretary or Assistant Treasurer, as the case may be, shall possess all of the powers and perform all of the duties of the Secretary or the Treasurer, as the case may be.

Section 7. Secretary

(a) The Secretary shall keep or cause to be kept a Book of Minutes of all meetings of the Board of the Association showing the time and place of the meeting, whether regular or special and, if special, how authorized, the notice given, the names of those present at all Board meetings, the number of memberships present or represented at Association meetings and the proceedings thereof.

(b) The Secretary shall give or cause to be given such notice of the meetings of the Association and of the Board as is required by these Bylaws or by law. He shall keep the seal of the Association and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

(c) The original or a copy of the Bylaws and any amendments thereto, and Board resolutions certified by the Secretary, shall be open to inspection by Association Members in the manner and to the extent required by law.

Section 8. Treasurer

(a) The Treasurer shall assure that the Association maintains accurate accounting and financial records as well as provide appropriate financial reports to the Board on a regular basis. The Treasurer shall review and develop, or cause to be developed, for approval by the Board, policies regarding annual budgets, financial procedures and systems. Along with the President, Vice President and Secretary, the Treasurer shall be a signatory for bank accounts and other financial documents.

(b) The Treasurer shall serve as a member of the Board Finance Committee and shall annually review the Association's financial audit with the Board Finance Committee and appropriate Association personnel involved in the financial affairs of the Association, prior to submitting the audit report to the Board.

(c) The Treasurer shall serve as Chair of the Board Finance Committee. Where the Board consents, the Treasurer may be a member of, or designate a Board Finance Committee member to serve on, any ad hoc Association committee formed to address issues with a significant financial impact on the Association.

Section 9. Compensation of Officers

No officer who is a member of the Board shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution adopted by Association Members. The Board may fix any compensation to be paid to other officers.

**ARTICLE VI.
COMMITTEES**

Subject to law, the provisions of the Articles of Incorporation and these Bylaws, the Board may appoint standing or Ad Hoc committees and task forces as may be necessary from time to time, consisting of such numbers of directors, other Association Members, individuals representing an

entity within or outside Sunriver or persons living within Sunriver, but who are not Association Members.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Seal

The corporate seal shall be in the form impressed on the margin hereof.

Section 2. Notices

All notices to the Association or the Board shall be sent in care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time. All notices to Members shall be sent to the Member's Sunriver residence address or to such other address as may have been designated by the Member from time to time in writing to the Board.

Section 3. Waiver of Notice

Whenever any notice to any Member is required by law, the Consolidated Plan of Sunriver, the Articles of Incorporation, or these Bylaws, a waiver of notice in writing signed at any time by such Member entitled to notice shall be equivalent to the giving of notice.

Section 4. Execution of Documents

The Board may, except as otherwise provided in the Consolidated Plan of Sunriver, Articles of Incorporation, or these Bylaws, authorize, in writing, any officer or agent to enter into any contract to execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 5. Conflicts

These Bylaws are intended to comply with the Oregon nonprofit corporation law, the Consolidated Plan of Sunriver and the Articles of Incorporation. In case of an irreconcilable conflict, such statute and documents shall control over these Bylaws.

Section 6. Robert's Rules of Order

Unless other Rules of Order are adopted by resolution of the Board:

- (a) Meetings of the Association and the Board shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association.
- (b) A decision of the Association or the Board may not be challenged because the appropriate Rules of Order were not used unless the person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.
- (c) A decision of the Association and the Board is deemed valid without regard to procedural errors related to the Rules of Order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

ARTICLE VIII. AMENDMENTS TO BYLAWS

Section 1. How Proposed

Except as otherwise provided in these Bylaws, amendments to these Bylaws shall be proposed by either one third of the Board or by Members owning thirty percent (30%) of the units. The proposed amendments must be in writing and shall be included in the notice of any meeting at which action is to be taken thereon.

Section 2. Adoption

The proposed amendment may be adopted by either of the following methods:

(a) By a majority vote of the directors on the Board at a regular or special meeting called for that purpose, at which a quorum is present.

(b) By the Members at a regular or special meeting of the Association held for that purpose, by a sixty percent (60%) vote of the Members casting ballots, provided, however, that those provisions of these Bylaws which are governed by the Consolidated Plan of Sunriver or the Articles of Incorporation of this Association may not be amended except as provided in those documents.

Section 3. Recording

Once adopted, such amendment shall be copied in the appropriate place of the Minute Book of the Association containing the original Bylaws with the date of such adoption appended. If any Bylaws are repealed, the fact of such repeal and the date on which the repeal occurred shall be stated in such book and place.

**ARTICLE IX.
VOTING PROCEDURES**

Section 1. Notification to Election Committee

The Board must notify the Election Committee Chair of measures to be voted upon in the regular annual election within five (5) days of the adjournment of the April Board meeting, or for special elections at least one hundred twenty (120) days prior to the election closing date. The annual election of directors shall close seven (7) days prior to the date of the annual meeting. The date for the close of election for a special election shall be set by the Board. As used hereinafter, date of election, close of election, and closing shall mean the date that all the election ballots must be received in the Association's office or post office box by 12:00PM in order to be included in the election count.

Section 2. Publication of Election to be Held

The Election Committee Chair must publish in the official Association newspaper distributed to all Members that an election will be held, that voting will be by mail, or, if available, online, according to the requested delivery method of the Member, the positions that are to be filled, any ballot measures that may be presented, and the closing date of the election. This notice must be published a minimum of three times beginning with the May issue: once in each of the three issues of the official Association newspaper which immediately precedes the election. (The third publication may include the issue of the month in which the election closes if the closing date is the tenth (10th) of the month or later.) In lieu of publishing notice of an election in the official Association newspaper, the Election Committee Chair, at the direction of the Board, may substitute notice of an upcoming election by mailing the required notice by May 1st to all Association Members listed as Members of record with the Association.

Section 3. Candidacy Verification - List of Candidates for the Ballot

(a) Within ten (10) days of the filing period close, the Election Committee Chair will verify all the Member signatures and Sunriver property addresses on all Petition Forms, and will verify that such Petition Candidate is a Member in Good Standing. The Nominating Committee will provide the Election Committee Chair with the list of nominees they have deemed qualified. The Election Committee Chair will prepare an alphabetical list of all qualified Board candidates (both those nominated by the Nominating Committee and the Petition Candidates qualified by the Election Committee Chair) to be placed on the ballot.

(b) Ballots shall also provide write-in space for additional Board candidates.

Section 4. Ballot Measure Comments

With respect to measures to be voted upon in the regular annual election of the Association, the Election Committee Chair must publish in the May issue of the official Association newspaper distributed to all Members: 1) text of all ballot measures, 2) solicitation of pro and con statements for inclusion in the voter pamphlet, and 3) notice of the forty-five (45)-day deadline for receipt of pro and con statements.

In a special election, the Election Committee Chair must publish the text of the ballot measure(s) in the official Association newspaper for at least three issues prior to the closing date of the special election. A deadline will also be set for a minimum of forty-five (45) days prior to the release of material for printing of the ballot for all pro and con statements. For all elections, pro and con statements may only be submitted for ballot measures (not candidates).

Section 5. Voters Pamphlet

The Election Committee Chair will then direct staff to prepare a voter pamphlet which will include the background, qualifications, current photo, and a statement by each candidate, as well as an explanation of each measure to be voted on. Arguments for and against ballot measures, including those prepared by the Board, committees of the Board, and those submitted by Members, should be included. Length (word count) of arguments may be limited at the discretion of the Board.

Section 6. Ballots

The Election Committee Chair will then direct staff to prepare the ballot, which shall include a space for write-in candidates.

Section 7. Election Package

A minimum of thirty (30) days before the election closes, the Election Committee Chair shall cause to be mailed out, the following:

- (a) The voter pamphlet and notice of where the pamphlet can be found on the Association's website, as applicable.
- (b) The ballot and the notice of where the ballot can be found on the Association's website, as applicable.
- (c) If a written ballot is sent, a secrecy envelope with printed instructions for voter use. If provided, online ballots shall ensure voter privacy.
- (d) If a written ballot is sent, a blue return envelope, labeled BALLOT ENCLOSED, addressed to the Election Committee Chair, with a place for voter signature, a label which includes the voter's Sunriver property address and mailing address, and a statement regarding the need for the voter's signature, as well as the election closing date and time by which the ballot must be returned.

Section 8. Ballot Handling Procedures

The Election Committee will receive the mailed ballots, checking blue envelopes for signatures. If an envelope is unsigned, the ballot is invalid. Blue envelopes will be kept under lock until the election closing date deadline has passed. Only one ballot per secrecy envelope will be allowed. In the case of online ballots, the Election Committee Chair shall receive the results of the online balloting no later than 4 PM Pacific Time on the first (1st) business day following the close of the election.

- (a) The Election Committee will open all blue envelopes removing the secrecy envelopes and keeping the blue envelope.
- (b) On the day the election closes, the Election Committee will open the secrecy envelopes and remove the ballots. If there is more than one ballot in the envelope or if there is any writing on the ballot which identifies the voter, that ballot becomes invalid and is placed in an INVALID BALLOT envelope and signed by the Election Committee Chair.
- (c) The ballots are then counted by the Election Committee using tally sheets prepared by the committee, or by computer. Each completed tally sheet shall be signed by the Committee member responsible for that bundle of ballots.

Section 9. Election Results

The Election Committee Chair will prepare and certify an election result sheet including the number of votes received by each ballot measure. The Election Committee Chair shall post the results on all official Association posting boards immediately after the count is determined, and immediately give the results to the Association's President who shall announce the results into the minutes at the next regularly scheduled Board meeting. The results of all elections shall also appear in the next issue of the official Association newspaper and posted online to the Association website.

Section 10. Postponement or Extension

Notwithstanding any provision herein to the contrary, upon the vote of a majority of the directors present at a Board meeting at which a quorum is present, the Board may postpone the election date or extend the election closing date by not more than sixty (60) days by notice to the Election Committee Chair, prior to the mailing of the ballots, on any matter other than director elections and any vote generated by referendum.

ARTICLE X.

RELEASE FROM LIABILITY AND INDEMNIFICATION

Section 1. Release From Liability

To the fullest extent permitted by the Oregon Nonprofit Corporation Act, no director shall be held personally liable to the Association or its Members for monetary damages for conduct as a director.

Section 2. Indemnification of Officers, Directors, and Committee Members

- (a) The Association shall indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act, any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including any action, suit or proceeding by or in the right of the Association), by reason of the fact that the person is or was an unpaid director, officer, committee member or agent of the Association, or an unpaid fiduciary, within the meaning of the Employee Retirement Income Security Act of 1974 with respect

to an employee benefit plan of the Association, or serves or served at the request of the Association as a director or an officer or as a fiduciary of an employee benefit plan of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporation Act in effect at the time of the determination.

(b) To the fullest extent permitted by the Oregon Nonprofit Corporation Act, the Association shall pay for or reimburse any and all reasonable expenses incurred by an unpaid director, officer committee member, agent or fiduciary of the Association who is a party to a proceeding in advance of the final disposition of the proceeding.

(c) The Association may indemnify to the fullest extent permitted by the Oregon Nonprofit Corporation Act any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including any action, suit, or proceeding by or in the right of the Association), by reason of the fact that the person is or was a paid officer, committee member, employee or agent of the Association, or a paid fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Association, or serves or served at the request of the Association as a director or an officer or as a fiduciary of an employee benefit plan of another association, corporation, partnership, joint venture, limited liability company, trust or other enterprise. The right to and the amount of indemnification shall be determined in accordance with the provisions of the Oregon Nonprofit Corporation Act in effect at the time of the determination.

(d) To the fullest extent permitted by the Oregon Nonprofit Corporation Act, the Association may pay for or reimburse any and all reasonable expenses incurred by a paid officer, committee member, employee, agent or fiduciary of the Association who is a party to a proceeding in advance of the final disposition of the proceeding.

(e) For the purposes of determining the right to any indemnification under this Article X, Section 2, the termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, will not, of itself, create a presumption that the person acted in bad faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful.

(f) The right to indemnification and to the payment or reimbursement of expenses with regard to a proceeding conferred in this Article X, Section 2, will not be exclusive of any other rights to which any person may be entitled or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, Action by the Board, vote of the Members or otherwise, and shall continue as to any person who has ceased to be a director, officer, committee member, employee, agent or fiduciary of the Association, and shall inure to the benefit of the heirs, executors, and administrators of such person.

SROA

Board Member Candidacy Application to the Nominating Committee

Our Mission Statement

Maintaining Sunriver as a premier residential and resort community, protecting and enhancing its quality of life, natural environment and property values.

January 2024

Dear Sunriver Owner,

Thank you for your interest in running for the SROA Board of Directors.

Sunriver has always benefited from the time and talents of its members. Since its beginning, there has been a desire to make Sunriver a special place.

“From its inception in 1968 the intent of the planners, ecologists and developers alike was to create a community which would provide an unusually attractive place to live, appealing especially to sports and outdoorsmen, retirees, artists and others attracted to a controlled area of natural scenic beauty. The clear clean air, the river, the riverbanks, the meadows, the marshes, the lakes, the trees, the wildflowers, and wildlife constitute a community treasure. Open areas provide broad vistas of national forest and high Cascade Mountains. Ecological vigilance has been a major concern since the beginning of planning.” Consolidated Plan, Pg. 3.

The Nominating Committee is tasked with recruiting, screening, and qualifying candidates for the Board of Directors. The information you provide in this application will help us do that. It also gives you, the candidate, information you need. Please review the entire application and return all the forms completed **application forms** by the deadline indicated.

Please feel free to contact ~~me, or other~~ **any of the** Nominating Committee members if you have any questions, or if we can help in any way. Thank you for helping keep Sunriver a wonderful place.

Sincerely,

~~Ron Angell Chair,~~
Nominating Committee

BOARD CANDIDACY OVERVIEW

Candidacy Requirements per Bylaws:

1. Sunriver property owner in good standing

Three ways to become a Candidate for election:

1. Complete the Board Member Application and submit to the Nominating Committee
2. Gather 100 owner signatures which will be validated by the Elections Committee. The required petition forms are available at the SROA office or the website.
3. Become a write-in candidate on the ballot

Basic Functions of the Board:

1. Support Sunriver Mission's Statement with adherence to the Consolidated Plan, Articles of Incorporation and Bylaws
2. Planning and Policy development
3. Financial Management and Development
4. Services and Communication to Association members

Time Commitment:

1. Board members serve three-year terms and are eligible for re-election for additional terms
2. Monthly meetings are the third Friday and Saturday of the month
3. Each Director participates in an additional committee and/or task force
4. Directors spend 20-30 hours per month on SROA Business

Important Timelines:

1. Board candidacy applications are due to the Nominating Committee the third Friday in March.
2. The Nominating Committee presents candidates for the ballot to the SROA Board at the April Board of Directors meeting.
3. Petitions for Candidacy are due to the SROA office by April 1st
4. Candidates nominated by committee or by Petition for Candidacy that are on the ballot will be featured in the Scene and other local media outlets.
5. Ballots will be distributed in early July and the election closes in August, specific dates to be determined by Elections Committee.
6. The Elections Committee will certify and post the elections results. The SROA President will then announce the election results at the next Board meeting, usually the annual meeting in August.

SUNRIVER OWNERS ASSOCIATION

Board Member Application

Name: _____

Full-Time Resident **Sunriver owner** since: _____ Non-Resident since: _____

Physical Address of Sunriver Property: _____

Mailing Address: _____

Phone #: _____ Email: _____

Education: School, College, Professional Certificate Courses:

| School | Field of Study | Degree/Designation |
|--------|----------------|--------------------|
| | | |
| | | |
| | | |

Employment:

| Business | Dates | Functions |
|----------|-------|-----------|
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| | | |
| | | |

Volunteer/Community Service:

| Entity | Dates | Functions |
|--------|-------|-----------|
| | | |
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| | | |

Sunriver Activities and Organizations:

| Entity | Dates | Functions |
|--------|-------|-----------|
| | | |
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| | | |

Please respond to the following questions:

1. Why do you want to serve on the SROA Board of Directors?

2. What applicable skills and/or experiences do you have that would add value to the SROA Board of Directors in service to the community? **In which areas do you consider your skills and abilities to be the strongest?**

3. **What do you believe are the pressing issues of the Association? And what issues would you** ~~Are there any issues that you would like to address~~ specifically in Sunriver?

4. What would you like to accomplish during your term of office?

5. **Do you have conflicts of interest or potential conflicts of interest that should be disclosed in consideration of your application for the Board? Before answering this question, please read the SROA Conflict of Interest Policy for examples and expectations.**

- ~~6. In which areas do you consider your skills and abilities to be the strongest?~~

- ~~7. Are there any issues that you would like to address specifically in Sunriver?~~

8. Time Constraints:

~~i. During your term of office, you will be expected to attend meetings — monthly board work sessions and meetings, executive session meetings, liaison to committee meetings, and other meetings as necessary on a regular basis. Are you aware of any time constraints that would affect your ability to serve?~~

~~No _____ Yes (please explain)~~

~~_____~~

Local References:

| Name | Email | Phone |
|------|-------|-------|
| | | |
| | | |
| | | |

By signing this application, I attest that:

- √ I am an owner of record in Sunriver and a member in good standing per SROA Bylaws;
- √ I understand SROA will verify my good standing including a criminal background check and reference checks;
- √ I have signed and attached the Board Candidate Conflict of Interest Disclosure Statement;
- √ I understand, if elected I will accept the duties and responsibilities of an SROA director as described in the Consolidated Plan, Bylaws, Conflict of Interest Policy and the Code of Conduct and Ethics Resolution;
- √ I understand the required time commitment of a Board member.

I desire to have my name appear on the ballot as follows:

Signature of Candidate

Date

APPENDIX

(INSERT REVISED SROA CONFLICT OF INTEREST POLICY)

RECOMMENDED READING FOR CANDIDATES TO THE BOARD OF DIRECTORS:

- Consolidated Plan of Sunriver
- Sunriver Bylaws
- Sunriver Rules & Regulations
- Minutes of previous monthly Board meetings

*These items are available on the SROA website or copies can be requested from The SROA Administration Office, 57455 Abbot Dr, Sunriver or by calling Becki Sylvester at (541)593-2411

ATTACHED APPENDIX IS INFORMATIONAL MATERIAL FOR REFERENCE ONLY, they are specific to elected board members (candidate signatures are not required nor are forms to be submitted with this application):

- SROA Conflict of Interest Policy
- SROA Resolution 2012-001, Code of Conduct and ethics for Board Members and Officers
- SROA Confidentiality Agreement

**RESOLUTION 2012-001
OF THE BOARD OF DIRECTORS
THE SUNRIVER OWNERS ASSOCIATION**

**A RESOLUTION ADOPTING A CODE OF CONDUCT AND ETHICS
FOR BOARD MEMBERS AND OFFICERS**

(Upon taking office as a Director or Officer, each Director or Officer must agree to and sign a copy of this code.)

WHEREAS; In order to ensure that the Board of Directors and Officers of The Sunriver Owners Association maintain a high standard of ethical conduct in the performance of the Association's business, and to ensure that the Owners maintain confidence in and respect for the entire Board,

NOW THEREFORE; The Sunriver Owners Association Board of Directors has adopted the following Code of Conduct and Ethics for its members and Officers;

The following principles and guidelines constitute the code of Conduct and Ethics:

Code of Conduct and Ethics

It is recognized that many clients, vendors, and suppliers consider reasonable gifts and entertainment as an accepted business practice without any intent to unduly influence the judgment of the Board of Directors. Nevertheless, it will be the policy of the Board of Directors to discourage the acceptance by its members and officers of gifts, entertainment, or other favors from existing or prospective clients, vendors, or suppliers.

Cash gifts of any amount are unacceptable. Gifts of a nominal value and personal nature given as a token of friendship or special occasions such as Christmas, a job promotion, or length-of-service award are acceptable.

A Director or Officer will undertake only those responsibilities and assignments that he or she can reasonably expect to perform adequately.

A Director or Officer will adequately plan for the functions for the Association including review of all materials pertinent to the Board meetings and other functions of the Board of Directors.

No Director or Officer will use his or her position to make threats of Association enforcement action against Owners or to promise outcomes to Owners in regard to Association Rules and Regulations. All such matters are to be handled in the ordinary course of business through the Association Staff or appropriate Committee.

No Director or Officer will seek to have a contract implemented that has not been duly approved by the Board.

No Director or Officer will individually impede or obstruct a contractor implementing a contract in progress. All communications with contractors will be conducted through the General Manager or an assigned employee. Professional courtesy will include and should not interfere with, among other things, contractual relationships between Association management professionals and contractors.

No Director or Officer will individually impede or obstruct with the system of management established by the Board and General Manager. A member will comply with all operating standards (internal operating procedures) that are in force or may from time to time be promulgated by the Board of Directors and General Manager.

No Director or Officer may use any funds being held for Association business for personal use.

No Director or Officer will interfere with the duties of any staff member of the Association. All Board members will exhibit professional courtesy to all Association staff.

It is expected that all members of the Board of Directors and Officers will make reasonable efforts to attend all Regular, Special and Executive Board meetings.

A Director or Officer should not, in the regular course of business, disclose information about the Association's legitimate activities unless such information is already known by Owners generally or are part of the Association's records open for inspection by Owners. In the normal course of business, a Director or Officer should treat as confidential all matters involving the Association until there has been general public disclosure or unless the information is a matter of public record (i.e., reported in the minutes) or common knowledge. An individual director is not a spokesperson for the Association and thus disclosure to the public of Association activities should be made only through the Association's designated spokesperson, usually the President or General Manager. This presumption of confidential treatment should apply to all current information about Board or Association activities. All information learned or discussed at an Executive Session of the Board, is privileged and confidential and is not to be publicly discussed until such information becomes part of the Association's public records.

No provision of this Resolution can be rescinded, altered, and/or amended without a vote of a majority of the members of the Board of Directors.

Acknowledged and agreed to this _____ day of _____, 20__

By (SIGNATURE): _____

Print Name: _____

SROA Confidentiality Agreement

I, _____, understand and acknowledge that during my service with the Sunriver Owners Association (SROA), I will have access to Confidential Information not generally known to the public or the membership of SROA at large concerning the business of SROA and that the disclosure of such Confidential Information would damage SROA's interests. In consideration of the opportunity to volunteer with SROA, I agree that during my service with SROA and at all times thereafter, I will hold SROA's Confidential Information in strict confidence, take reasonable precautions to avoid disclosure of Confidential Information, and will not disclose nor use such information outside the scope of my service with SROA or without prior written authorization from the SROA Board of Directors, unless there has been general public disclosure of the Confidential Information by SROA. For the purposes of this Agreement, "Confidential Information" includes, but is not limited to, information regarding contracts in negotiation (which includes information regarding projects and potential projects), organizational practices and methodologies, and personnel information concerning SROA employees. I further agree and understand that I will immediately return all SROA Confidential Information and/or delete Confidential Information from any electronic devices in my possession or control, at the end of service or whenever requested by the SROA Board of Directors. If I receive a request to disclose Confidential Information by a third party, I agree to notify SROA and allow SROA to evaluate the appropriate response to the request.

Signature

Date

Printed Name

- Board Member
- Committee Member Specify: _____
- Taskforce/Workgroup Specify: _____

SROA

Board Member Candidacy Application to the Nominating Committee

Our Mission Statement

Maintaining Sunriver as a premier residential and resort community, protecting and enhancing its quality of life, natural environment and property values.

January 2024

Dear Sunriver Owner,

Thank you for your interest in running for the SROA Board of Directors.

Sunriver has always benefited from the time and talents of its members. Since its beginning, there has been a desire to make Sunriver a special place.

“From its inception in 1968 the intent of the planners, ecologists and developers alike was to create a community which would provide an unusually attractive place to live, appealing especially to sports and outdoorsmen, retirees, artists and others attracted to a controlled area of natural scenic beauty. The clear clean air, the river, the riverbanks, the meadows, the marshes, the lakes, the trees, the wildflowers, and wildlife constitute a community treasure. Open areas provide broad vistas of national forest and high Cascade Mountains. Ecological vigilance has been a major concern since the beginning of planning.” Consolidated Plan, Pg. 3.

The Nominating Committee is tasked with recruiting, screening, and qualifying candidates for the Board of Directors. The information you provide in this application will help us do that. It also gives you, the candidate, information you need. Please review the entire application and return the completed application forms by the deadline indicated.

Please feel free to contact any of the Nominating Committee members if you have any questions, or if we can help in any way. Thank you for helping keep Sunriver a wonderful place.

Sincerely,

Nominating Committee

BOARD CANDIDACY OVERVIEW

Candidacy Requirements per Bylaws:

1. Sunriver property owner in good standing

Three ways to become a Candidate for election:

1. Complete the Board Member Application and submit to the Nominating Committee
2. Gather 100 owner signatures which will be validated by the Elections Committee. The required petition forms are available at the SROA office or the website.
3. Become a write-in candidate on the ballot

Basic Functions of the Board:

1. Support Sunriver Mission's Statement with adherence to the Consolidated Plan, Articles of Incorporation and Bylaws
2. Planning and Policy development
3. Financial Management and Development
4. Services and Communication to Association members

Time Commitment:

1. Board members serve three-year terms and are eligible for re-election for additional terms
2. Monthly meetings are the third Friday and Saturday of the month
3. Each Director participates in an additional committee and/or task force
4. Directors spend 20-30 hours per month on SROA Business

Important Timelines:

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6. The Elections Committee will certify and post the elections results. The SROA President will then announce the election results at the next Board meeting, usually the annual meeting in August.

SUNRIVER OWNERS ASSOCIATION

Board Member Application

Name: _____

Sunriver owner since: _____

Physical Address of Sunriver Property: _____

Mailing Address: _____

Phone #: _____ Email: _____

Education: School, College, Professional Certificate Courses:

| School | Field of Study | Degree/Designation |
|--------|----------------|--------------------|
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Employment:

| Business | Dates | Functions |
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Volunteer/Community Service:

| Entity | Dates | Functions |
|--------|-------|-----------|
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Sunriver Activities and Organizations:

| Entity | Dates | Functions |
|--------|-------|-----------|
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Please respond to the following questions:

1. Why do you want to serve on the SROA Board of Directors?

References:

| Name | Email | Phone |
|------|-------|-------|
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By signing this application, I attest that:

- √ I am an owner of record in Sunriver and a member in good standing per SROA Bylaws;
- √ I understand SROA will verify my good standing including a criminal background check and reference checks;
- √ I have signed and attached the Board Candidate Conflict of Interest Disclosure Statement;
- √ I understand, if elected I will accept the duties and responsibilities of an SROA director as described in the Consolidated Plan, Bylaws, Conflict of Interest Policy and the Code of Conduct and Ethics Resolution;
- √ I understand the required time commitment of a Board member.

I desire to have my name appear on the ballot as follows:

Signature of Candidate

Date

CANDIDATE CONFLICT OF INTEREST POLICY
(Signature required below and form to be submitted with the SROA Board
Application)

INSERT

RECCOMENDED READING FOR CANDIDATES TO THE BOARD OF DIRECTORS:

- Consolidated Plan of Sunriver
- Sunriver Bylaws
- Sunriver Rules & Regulations
- Minutes of previous monthly Board meetings

*These items are available on the SROA website or copies can be requested from The SROA Administration Office, 57455 Abbot Dr, Sunriver or by calling Becki Sylvester at (541)593-2411

ATTACHED APPENDIX IS INFORMATIONAL MATERIAL FOR REFERENCE ONLY, they are specific to elected board members (candidate signatures are not required nor are these forms to be submitted with this application):

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- SROA Confidentiality Agreement
- SROA Conflict of Interest Policy

APPENDIX

RESOLUTION 2012-001 OF THE BOARD OF DIRECTORS THE SUNRIVER OWNERS ASSOCIATION

A RESOLUTION ADOPTING A CODE OF CONDUCT AND ETHICS FOR BOARD MEMBERS AND OFFICERS

(Upon taking office as a Director or Officer, each Director or Officer must agree to and sign a copy of this code.)

WHEREAS; In order to ensure that the Board of Directors and Officers of The Sunriver Owners Association maintain a high standard of ethical conduct in the performance of the Association's business, and to ensure that the Owners maintain confidence in and respect for the entire Board,

NOW THEREFORE; The Sunriver Owners Association Board of Directors has adopted the following Code of Conduct and Ethics for its members and Officers;

The following principles and guidelines constitute the code of Conduct and Ethics:

Code of Conduct and Ethics

It is recognized that many clients, vendors, and suppliers consider reasonable gifts and entertainment as an accepted business practice without any intent to unduly influence the judgment of the Board of Directors. Nevertheless, it will be the policy of the Board of Directors to discourage the acceptance by its members and officers of gifts, entertainment, or other favors from existing or prospective clients, vendors, or suppliers.

Cash gifts of any amount are unacceptable. Gifts of a nominal value and personal nature given as a token of friendship or special occasions such as Christmas, a job promotion, or length-of-service award are acceptable.

A Director or Officer will undertake only those responsibilities and assignments that he or she can reasonably expect to perform adequately.

A Director or Officer will adequately plan for the functions for the Association including review of all materials pertinent to the Board meetings and other functions of the Board of Directors.

No Director or Officer will use his or her position to make threats of [Association enforcement action](#) against Owners [or to promise outcomes to Owners](#) in regard to Association Rules and Regulations. All such matters are to be handled in the [ordinary course of business](#) through the Association Staff or appropriate Committee.

No Director or Officer will seek to have a contract implemented that has not been duly approved by the Board.

No Director or Officer will individually impede or obstruct a contractor implementing a contract in progress. All communications with contractors will be conducted through the General Manager or an assigned employee. Professional courtesy will include and should not interfere with, among other things, contractual relationships between Association management professionals and contractors.

No Director or Officer will individually impede or obstruct with the system of management established by the Board and General Manager. A member will comply with all operating standards (internal operating procedures) that are in force or may from time to time be promulgated by the Board of Directors and General Manager.

No Director or Officer may use any funds being held for Association business for personal use.

No Director or Officer will interfere with the duties of any staff member of the Association. All Board members will exhibit professional courtesy to all Association staff.

It is expected that all members of the Board of Directors and Officers will make reasonable efforts to attend all Regular, Special and Executive Board meetings.

A Director or Officer should not, in the regular course of business, disclose information about the Association's legitimate activities unless such information is already known by Owners generally or are part of the Association's records open for inspection by Owners. In the normal course of business, a Director or Officer should treat as confidential all matters involving the Association until there has been general public disclosure or unless the information is a matter of public record (i.e., reported in the minutes) or common knowledge. An individual director is not a spokesperson for the Association and thus disclosure to the public of Association activities should be made only through the Association's designated spokesperson, usually the President or General Manager. This presumption of confidential treatment should apply to all current information about Board or Association activities. All information learned or discussed at an Executive Session of the Board, is privileged and confidential and is not to be publicly discussed until such information becomes part of the Association's public records.

No provision of this Resolution can be rescinded, altered, and/or amended without a vote of a majority of the members of the Board of Directors.

Acknowledged and agreed to this _____ day of _____, 20____

By (SIGNATURE): _____

Print Name: _____

SROA Confidentiality Agreement

I, _____, understand and acknowledge that during my service with the Sunriver Owners Association (SROA), I will have access to Confidential Information not generally known to the public or the membership of SROA at large concerning the business of SROA and that the disclosure of such Confidential Information would damage SROA's interests. In consideration of the opportunity to volunteer with SROA, I agree that during my service with SROA and at all times thereafter, I will hold SROA's Confidential Information in strict confidence, take reasonable precautions to avoid disclosure of Confidential Information, and will not disclose nor use such information outside the scope of my service with SROA or without prior written authorization from the SROA Board of Directors, unless there has been general public disclosure of the Confidential Information by SROA. For the purposes of this Agreement, "Confidential Information" includes, but is not limited to, information regarding contracts in negotiation (which includes information regarding projects and potential projects), organizational practices and methodologies, and personnel information concerning SROA employees. I further agree and understand that I will immediately return all SROA Confidential Information and/or delete Confidential Information from any electronic devices in my possession or control, at the end of service or whenever requested by the SROA Board of Directors. If I receive a request to disclose Confidential Information by a third party, I agree to notify SROA and allow SROA to evaluate the appropriate response to the request.

Signature

Date

Printed Name

- Board Member
- Committee Member Specify: _____
- Taskforce/Workgroup Specify: _____

SROA CONFLICT OF INTEREST POLICY

(Insert)

Board Book Section

“E”

**Design Manual of Rules & Procedures
Proposed Housekeeping Amendments**

(Board motion required.)

SROA BOARD ACTION REQUEST

DEPARTMENT: Community Development – Design Committee

DATE: January 19, 2024

SUBJECT: Design Committee Manual of Rules and Procedures – Proposed “Housekeeping” modifications.

ACTION REQUESTED- I, Director _____ move to approve the recommendations from the SROA Design Committee, submitted on Friday, January 19, 2024, in reference to new and amended language of the current SROA Design Manual of Rules and Procedures.

BACKGROUND:

The noted changes reflect items that were in the prior SROA Design Manual of Rules & Procedures and were either missed in the transition to the new version of the Manual on 06/15/2023 or are clarifications to a rule in a particular section of the Manual.

Note: Items in “green” text are proposed as additional language.
Items in “red” text are proposed as deleted language.

ATTACHMENTS: Cover Letter, Design Manual (including Appendix A)

SUBMITTED BY:

Name

Keith Kessarlis

Position

SROA Assistant General Manager

Current SROA Design Manual of Rules and Procedures
Proposed "Housekeeping Amendments," 01-/19/2024

Note: Items in "green" text are proposed as additional language.
Items in "red" text are proposed as deleted language.

The proposed amendments have been reviewed and approved by the SROA Design Committee. The noted changes are a reflection of items that were in the prior design manual and were either missed in the transition to the new version of the manual on 06-15-2023 or are clarifications to a rule in a particular section of the manual.

To help you follow the proposed changes in an efficient manner, the following sections include modification. As a note, if the proposed changes are approved by you all, as the Board of Directors, our Communications team will make the proper format changes and prepare the final document for implementation.

Section 1.04 – Right of Entry language addition, per Section 11.05 of the Consolidated Plan

Section 2.02 c 6 – This Firewood language already exists in Section 4.02 of the Sunriver Rules & Regs.

Section 2.04 e 6 - This Firewood language already exists in Section 4.02 of the Sunriver Rules & Regs.

Section 3.04 a 5 – Gravel driveway containment was missed as a carry over to the new manual.

Section 3.05 a 4 – Missing portion of the rule from prior manual that was agreed to still apply in the new manual.

Section 3.10 a 2 – Better clarification on paint colors and type of material paint or stain can be applied to.

Section 3.10 a 7 – Better clarification and flexibility for vertical deck mounted items such as benches and how vertical surfaces relate to paint specifications.

Section 3.10 a 13 – Missed Community Development office procedure carried over from the old manual to the current manual.

Section 3.15 a 9 - Missing rule from prior manual that was agreed to still apply in the new manual.

Section 3.15 a 10 - Missing rule from prior manual that was agreed to still apply in the new manual.

Section 3.15 b2 e - Missing portion of the rule from prior manual that was agreed to still apply in the new manual.

Section 3.15 b3 c – The Community Development office has seen multiple submissions heat pump/a-c unit submissions over the past year that the new equipment being installed vents from the side vs the top. The louvered screen wall still meets the intent of the rule and allows for proper ventilation for the side exhaust heat pump or a-c units.

Section 3.16 d 4 - Missing rule from prior manual that was agreed to still apply in the new manual.

Section 3.19 h 3 – Referring owners back to the Sunriver Rules and Regulations for holiday lights as holiday lights are a compliance related item and not an aesthetic design issue.

Section 6.01 a 1 - Right of Entry language addition, per Section 11.05 of the Consolidated Plan.

Section 6.09 d 1 - Right of Entry language addition, per Section 11.05 of the Consolidated Plan.

Two new proposed definitions:

Accent: To clarify more clearly what the Design Manual states as locations on the structure that are considered "accent."

House Body: The term "House body" is used quite extensively in the Design Manual and the Design Committee felt it made sense to add a definition so that owners would understand "house body" refers to all structures, not just single-family homes.

SECTION 1. PURPOSE, APPLICABILITY AND AUTHORITY

Section 1.01 Purpose and Intent

- a. **Purpose.** The purpose of the Sunriver Owners Association Design Committee Manual of Rules and Procedures (Manual) is to ensure that the size, location and design of proposed construction and other site alterations have minimal adverse impacts on the surrounding area, including the natural environment, buildings subordinate to nature, livability and permissible development.
- b. **Intent.** These architectural guidelines and regulations encourage a community of outstanding architectural designs that create neighborhoods that complement and grow out of their beautiful natural setting. They are not intended to dictate specific architectural styles that must be used within the Sunriver community. Rather, the intent is to give property owners, and their architects or designers, guidance.
- c. **General Guidelines.** The Manual is intended to preserve and enhance the following intrinsic values of Sunriver. The Design Committee shall refer to these values and guidelines in carrying out its duties under Section 1.03 c., including guidance for interpretations when rules or procedures are unclear or do not specifically address a particular situation.
 1. Livability:
 - a. Allow privacy on residential lots while maintaining a sense of shared space and community in common areas. Support designs that promote personal safety and security while maintaining Sunriver's aesthetic standards and protecting the natural environment.
 - b. Encourage property maintenance and reinvestment through consistent and reasonable application of this Manual.
 2. Natural Environment:
 - a. All architectural elements shall be subordinate to the forest and the natural landscape to the maximum extent possible.
 - b. Provide reasonable flexibility for owners to design their residences and landscapes to suit their lifestyles while maintaining Sunriver's aesthetic standards, protecting the natural environment and reducing wildfire risk.
 - c. Sunriver is located within the Wildland Urban Interface and is subject to certain wildland rules and regulations.

Section 1.02 Applicability

- a. **Scope.** All Sunriver property that is subject to the Consolidated Plan of Sunriver ("Consolidated Plan"), and/or any Village Declarations and deed restrictions, shall be subject to this Manual. Separate from the Design Review process, the applicant is responsible for compliance with all covenants, conditions and restrictions, all Village Declarations and Sunriver Rules & Regulations that may apply to the property.
- b. **Applicability.** Changes to real property require review and approval under this Manual. Written approval of the Design Committee or Community Development Department staff is required for all new construction, demolition, landscaping (landscaping subject to Section 3.18), exterior alterations and some interior alterations, to any existing structure or property located in Sunriver. This includes, but is not limited to:
 1. New buildings and other structures
 2. Exterior alterations
 3. Painting
 4. Site alterations, including but not limited to non-native landscaping, native vegetation installation or removal, construction related vegetation/tree removal and other changes in the natural environment; grading, including alterations to surface drainage and placement of berms; and other site alterations
 5. An increase in the number of sleeping areas
 6. Altering garage parking space
 7. Adding or altering hardscape
- c. **Disclaimer.** You are advised to review all applicable sections of this Manual prior to filing any application to be sure that you are aware of the most current Manual and any amendments thereto.

Note: General land use requirements and building codes are established by Deschutes County. Depending on the location of the proposed project, regulations of other permitting agencies may also be applicable. It is the responsibility of all owners, builders and developers to comply with all applicable laws and regulations that apply to the property, as well as this Manual.

Section 1.03 Design Committee

- a. Authority.** The Design Committee is appointed by the SROA Board of Directors and is established in accordance with Section 8 of the Consolidated Plan. In addition to exercising the functions for which it is given responsibility in any Sunriver Declaration and in the Consolidated Plan, the Design Committee is responsible for the approval of plans and specifications for the development of all areas subject to the Consolidated Plan and for the promulgation and enforcement of rules and regulations governing the use and maintenance of such areas and the improvements thereon.
- b. Purpose.** The Design Committee shall strive for consistency in the application of the rules and procedures while maintaining compliance with this Manual.
- c. Scope.** The Committee is responsible for reviewing plans and specifications for changes to real property within Sunriver consistent with the procedures of Section 6, to determine architectural compatibility and compliance with the Consolidated Plan and any applicable Village Declarations.
1. The Design Committee may, in its sole discretion, approve, approve with modifications or conditions, defer a decision or deny any proposed work consistent with this Manual's rules and procedures.
 2. The Design Committee may find that the proposed work would be inappropriate for the particular unit or incompatible with the high design standards that the developer intended for the Village or area where it is located. If these rules are silent on the standard for any consent, approval determination, or other similar discretionary action by the Design Committee or the Board, the standard shall be the committee's sole and absolute discretion based on the Purpose and Intent, Section 1.01.
 3. Past approvals by the Design Committee do not set precedent or otherwise justify the rationale or guarantee any specific approval for a new application. The committee shall strive for consistency but also acknowledges that each property has a specific set of circumstances that affects the review.
 4. Over time, new construction materials and methods will be developed and may be appropriate for use in Sunriver. The Design Committee, in its sole discretion, may approve such materials and methods if they do not conflict with the review standards and criteria in this Manual.
- d. Disclaimer.** The Design Committee has no responsibility for:
1. The structural integrity, safety features or building code compliance for any structure or improvement to an existing structure.
 2. Geologic, natural, or other possible hazards caused by conditions occurring either on or off the property.
 3. The internal operation or functional integrity of the structure or improvement.
 4. Siting and surveying errors, including any encroachments into established setbacks, easements, neighboring property, SROA-owned property or common areas. Aside from being a requirement for new home construction, owners are advised to have a property survey completed by a licensed surveyor prior to commencement of any construction activity.
 5. The accuracy of any plans of record and/or on file with SROA. It is the applicant's and/or the owner's responsibility to ensure the accuracy of the plans and information submitted and/or obtained from SROA.
 6. Administration of or compliance with any other regulations of applicable permitting agencies (including Deschutes County).
- e. Interpretations.** Where this Manual is unclear or does not specifically address a particular situation, design challenge or solution, the Design Committee – in its sole discretion – may interpret this Manual based on the Purpose and Intent in Section 1.01.

Section 1.04 Right of Entry & Enforcement

- a. Right of Entry:** Per section 11.05 of the Consolidated Plan of Sunriver, "The Administrator of Sunriver or his duly designated agent may at any reasonable time, and from time to time at reasonable intervals, enter upon any property within Sunriver for the purpose of determining whether or not the use of such property or any improvement thereon is then in compliance with the Consolidated Plan of Sunriver or any Sunriver Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the unit owner or occupant of such parcel."
- b. Violations.** Each violation of the Manual constitutes a specific "Class" infraction, with a minimum Class "E" infraction, and increases from there according to the severity of the infraction and may result in stop work orders and/or fines as provided by Section 6 of the Consolidated Plan and/or Section 1.00 of Sunriver Rules & Regulations. These infractions may be subject to a graduated fine schedule as noted in Section 1.05 of the Sunriver Rules & Regulations.

The Community Development Department staff may exercise discretion in establishing the fine for a particular infraction, considering such factors as: the number of prior infractions, the severity of the infraction, the impact of the infraction on SROA, neighboring properties, or others, and the degree of cooperation of the owner. A schedule of typical fines is attached as Appendix E for illustrative purposes only; actual fines may vary depending on the circumstances.

- c. Stop-Work Orders and Procedures.** In addition to other applicable provisions of the Consolidated Plan and the Sunriver Rules & Regulations, the following procedures shall apply to stop-work orders:
1. Once it has been determined that the violation warrants work stoppage, the owner, owner's representative, and/or contractor/sub-contractor will be ordered to cease and desist all work of any kind.
 2. The stop-work order shall continue until the violation has been corrected or reviewed and approved by the Design Committee and/or Community Development Department staff.
 3. The "STOP-WORK ORDER" describing the property and violation shall be placed in clear view of the public.
 4. If the owner, owner's representative or contractor/sub-contractors refuse to stop work, a certified letter shall be sent to the property owner. The letter shall describe what the violation is and require that all work be discontinued until the violation is rectified. A limit shall be placed on the amount of time allowed to correct the violation. In most cases the time limit will be set at either 24 or 48 hours.
 5. In the event the written notice is ineffective, the SROA may seek an injunction to force compliance.
 6. A fine may also be levied in conjunction with a violation of a stop-work order (refer to Section 1.04. c. of this Manual).
- d. Schedule of Fines.** Fines for committing an infraction of the Manual, except as otherwise specifically provided in the Manual, shall not exceed the amount as provided by Section 6 of the Consolidated Plan and/or Section 1 of the Sunriver Rules & Regulations.
1. Fines for infraction of the Manual that are not covered under the Schedule of Fines, per the Sunriver Rules & Regulations, shall be established by the SROA Board of Directors.
 2. Fines for infractions of the Manual may be levied in conjunction with other penalties as described in the Manual, the Consolidated Plan and the Sunriver Rules & Regulations.
 3. Structures that are out of compliance with the Manual, and that do not qualify as non-conforming structures as defined herein, are subject to enforcement.
- e. Deferral of Enforcement.** The Community Development Department may defer enforcement due to weather conditions or other unanticipated circumstances. Deferral for any reason shall not constitute a waiver of the right to enforce.

SECTION 2. GENERAL PROVISIONS

Section 2.01 Prohibited Development

- a. Review Required.** Design Review approval is required prior to commencing development or other alterations to real property except as otherwise expressly permitted by this Manual. Any development or other alteration to real property conducted without such approval is strictly prohibited and subject to enforcement under Section 1.04.
- b. Existing Violations.** In the event that an applicant, property owner, or owner's representative submits a plan to the Design Committee for approval when conditions on the property are in violation of the existing Manual, the committee upon a majority vote shall be entitled to withhold approval of the submission pending complete correction of all violations.
- c. Discovery of Existing Violations During Design Review.** The Community Development Department staff may, at times, request the Design Committee to withhold approval of a submission when they are aware of property conditions that are in violation of this Manual, covenants, conditions and restrictions, or Sunriver Rules & Regulations. A majority committee vote for withholding approval is also required in such cases.

Section 2.02 Nonconforming Development

- a. Nonconforming Development.** Existing, previously approved nonconforming development is allowed to continue subject to the limitations and requirements of this section.
- b. Expansion Prohibited.** A nonconforming development or portion thereof shall not be expanded or otherwise made more nonconforming, except as approved by the Design Committee to attain compliance with the following requirements (only the minimum expansion necessary will be allowed):

1. Oregon Specialty Codes;
 2. Americans with Disabilities Act Guidelines;
 3. Compliance with fire and life safety requirements as determined by the Sunriver Fire Department.
- c. **Mandatory Conformance.** All properties shall conform to the following requirements, even if the structure complied with the Manual at the time of construction or if no application for alteration has been filed:
1. Spark arrestors shall be installed in conformance with Sunriver Rules & Regulations.
 2. House numbers shall be installed and maintained in conformance with Sunriver Rules & Regulations.
 3. Exterior lights shall be shielded in conformance with Section 3.19 Lighting.
 4. Trash enclosures, and a path or walkway from the driveway to the enclosure shall be constructed in conformance with Sections 3.05 Walkways and 3.15 Hot Tubs, Screen Walls and Fencing.
 5. Air conditioner and heat pump screening walls shall conform to Section 3.15 Hot Tubs, Screen Walls and Fencing.
- ~~6. Firewood kept on-site shall be in conformance with Sunriver Rules & Regulations.~~
- d. **Other Items.** No additional items (other than those listed above), that complied with the rules in effect when an owner's structure was approved and built shall be required to be modified in order to comply with this Manual, unless the particular item is removed or is to be altered. Structures that are out of compliance with this Manual, and that do not qualify as non-conforming structures as defined herein, are subject to enforcement.

Section 2.03 Fees and Deposits

- a. **Design Review, Appeal, Inspection and Permit fees.** An annual schedule of fees is approved by the SROA Board of Directors effective January 1 through December 31. The applicable fees shall be paid pursuant to the approved schedule of fees.
- b. **Construction Deposits.** An annual schedule of fees is approved by the SROA Board of Directors effective January 1 through December 31. The applicable deposits shall be paid pursuant to the approved schedule of fees. Deposits are held in escrow until the project has received final inspection approval or until the building permit expires. Construction deposits are refundable or may be forfeited.
- c. **Annual contractor parking fee.** An annual schedule of fees is approved by the SROA Board of Directors effective January 1 through December 31. The applicable fees shall be paid pursuant to the approved schedule of fees. The contractor is required to obtain parking passes for any construction project that requires Design Committee review.

Section 2.04 Pre-Sale Inspections

- a. **Purpose.** Pre-Sale Inspections are exterior inspections only, are voluntary prior to closing of the sale and are intended to inform prospective buyers and sellers of real property. Real estate agents should, therefore, make buyers aware of the SROA Design Manual and Sunriver Rules & Regulations. Infractions of such rules and regulations could impact future requests for improvements to the property in question and result in fines or other enforcement actions as authorized in Sunriver's governing documents.
- b. **Pre-Sale Inspection Procedure.**
 1. Upon the request of an owner and payment of an inspection fee (per Section 2.03 of this Manual) the SROA Community Development Department staff will inspect the property and report their findings regarding its compliance with the Manual, Sunriver Rules & Regulations and the Sunriver Ladder Fuels Reduction Plan and Noxious Weed Management Plan.
 2. If the person requesting the inspection is someone other than the record owner, written authorization signed by the record owner must accompany the request. A copy of a sale agreement signed by the record owner is sufficient authorization for the Pre-Sale Inspection.
 3. The fee for inspection includes both the initial inspection, and on request, a reinspection to verify corrections made in response to any reported findings discovered during the initial inspection. SROA will charge an additional fee for each additional inspection requested beyond the first reinspection. SROA will provide the inspection report to the record owner and to any other individual listed on the Inspection Application Form.
- c. **Scope of Pre-Sale Inspection; Limitations and Disclaimers.** This inspection by SROA staff will include an initial review of the property and one reinspection to determine if the property is compliant with the Design Manual, Sunriver Rules & Regulations, and in accordance with the Sunriver Ladder Fuels Reduction Plan, and Noxious Weed Management Plan standards.
 1. As it may pertain to siting/surveying errors and encroachments, this inspection only includes a cursory review of the relationship of improvements to setbacks and property lines due to the fact that a survey of the property

is not required and the SROA staff performing the inspection is not a licensed surveyor. Therefore, discrepancies between the approved plans and actual as built conditions relative to the site, property lines and established setbacks may not be obvious or noted in the inspection report. The property owner is encouraged to locate their property pins prior to the inspection.

2. The Design Committee, the SROA or the SROA Community Development Department, or any member of staff thereof, shall not be liable for any encroachments into established setbacks, easements, neighboring property or SROA-owned property. Buyers should be advised to have a property survey done by either a licensed surveyor or an engineer.
3. The inspection does not include any review or analysis of: civil, mechanical, structural, geotechnical, or other engineering; building code compliance; verification of property boundaries or other survey data; zoning code compliance; or similar considerations.
4. All findings of the SROA Community Development Department staff relative to a Pre-Sale Inspection will be made based on the files of record. The Community Development Department staff does not have the discretionary decision-making authority of the Design Committee, and therefore confines their inspection to decisions previously made by the committee and whether any improvements were constructed, changed and/or modified without first receiving written committee approval.
5. Neither the Design Committee, the SROA or the Community Development Department, or any member of staff thereof, shall be liable to any, buyer/seller, owner, occupant, builder, developer, or real estate licensee for any damage, loss or prejudice suffered or claimed as a result of any action or failure to act of the Design Committee, the SROA or the Community Development Department, or any member thereof.

d. Effect of Pre-Sale Inspection Report; Design Review. All interested parties should note the following:

1. This inspection is a report of findings only and will be released to the applicants noted on the pre-sale application.
2. The scope of this inspection does not limit the Design Committee's authority regarding future decisions.

e. Mandatory Conformance. All properties shall conform to the following requirements, even if the structure complied with the Manual at the time of construction or if no application for alteration has been filed:

1. Spark arrestors shall be installed in conformance with Sunriver Rules & Regulations.
2. House numbers shall be installed and maintained in conformance with Sunriver Rules & Regulations.
3. Exterior lights shall be shielded in conformance with Section 3.19 Exterior Lighting.
4. Trash enclosures, and a path or walkway from the driveway to the enclosure shall be constructed in conformance with Sections 3.05 Walkways and 3.15 Hot Tubs, Screen Walls and Fencing.
5. Air conditioner and heat pump screening walls shall conform to Section 3.15 Hot Tubs, Screen Walls and Fencing.

~~6. Firewood kept on-site shall be in conformance with Sunriver Rules & Regulations.~~

Section 2.05 Construction Management

- a. Owner Responsibility.** The owner is responsible for all aspects of the construction or other work being performed on their property (including the actions of a general contractor), and that all work is completed in a professional manner and in accordance with all applicable Sunriver Rules & Regulations and applicable provisions of this Manual.
- b. Withholding of Building Permits.** Where there exists any current violation of this Manual, the Sunriver Rules & Regulations, Sunriver Consolidated Plan, or any applicable Village Declaration by the contractor and/or property owner, issuance of a building permit may be withheld.
- c. Notify SROA of Changes in General Contractor or Property Owner.** Any change in general contractor or owner prior to receiving final inspection approval must be submitted in writing to the Community Development Department. In the event that a change in ownership occurs, new construction deposits must be submitted once the new owners take possession of the property. Once new construction deposits are submitted, the existing deposit can be refunded to the original payor. Failure to comply with this rule may result in work stoppage and/or a fine.
- d. Construction Management Rules.** Each general contractor, sub-contractor or owner working in Sunriver shall abide by all Design Manual requirements and all Sunriver Rules & Regulations governing Sunriver including, but not limited to, the following:
 1. No animals will be allowed on the job site, whether in or out of a vehicle, except for service animals or a pet/animal belonging to the property owner.
 2. Portable toilets must be available until and unless permanent toilets are completed/operable and made available for workers.

3. Staging area. All building materials will be stacked and stored on the job site within the existing or proposed driveway only.
4. Trespass prohibited. There shall be no trespassing across the adjoining privately owned lots or on any common areas. Unless otherwise approved by SROA, access to a private property by mechanical means shall be limited to the existing or proposed driveway only.
5. Trash. Except as approved by staff, a covered receptacle for trash accumulation at the job site shall be provided, with weekly trash pickup and removal.
6. Noise. No external radios or music allowed on job site.
7. Hours. No construction work will begin before 7:30 A.M. or continue after 7:00 P.M. Exterior construction work is not permitted on Sunday.
8. Construction parking shall be as follows:
 - a. All parking shall be on the driveway of the construction site, except as provided in B and C.
 - b. Vehicles or equipment that cannot be parked in the driveway shall be required to park on one side of the street or lane in a manner that does not block the access of emergency vehicles, equipment or snowplow operations. This manner of parking shall only be allowed during normal permitted working hours.
 - c. Should it be necessary for vehicles to park partially on common areas next to the paved portion of the street, vehicles shall be parked parallel to the road surface with at least two wheels on either the passenger or driver side of the vehicle on the pavement. The contractor responsible for the permit shall restore the common area to its natural state. This parking privilege is revocable at any time for just cause deemed by the Community Development Department staff.
 - d. All vehicles parked on or near the job site will be designated as a contractor by a visible contractor parking permit displayed prominently on the dashboard or window of the vehicle.
 - e. The vehicle owner or attendant must be readily available to move the vehicle or equipment if necessary, in case of emergency access or snowplow operations.
 - f. Construction trailers may be permitted on the existing or proposed driveway on a property during the period of construction, and must be removed within 10 days after final inspection and approval of the project. Under no circumstances shall construction trailers be used as living quarters.

Section 2.06 Construction Inspection

- a. **Requests for Inspection.** All requests for inspections are to be directed to the Community Development Department. Inspections may be made at any time throughout construction/demolition to ensure compliance with the Manual. An owner/contractor need not be present during the inspection.
- b. **Responsibility for Requesting Inspections.** All requests for inspections are the responsibility of the general contractor or property owner/representative. If the general contractor or owner/representative has failed to request the proper inspection through the Community Development Department, the property owner is ultimately held responsible. Failure to call for and receive approved inspections and/or making building alterations or changes of any kind, that are not in compliance with approved plans, may result in work stoppage and/or fines being levied.
- c. **Footing Inspections.** Footing and site inspections are required when applicable, and shall be requested a minimum of 24 hours prior to placement of concrete.
 1. A footing survey prepared by a licensed surveyor is required for all new home construction.
 2. The Community Development Department staff will make a determination of whether or not the form work for the foundation is generally positioned in compliance with the approved plans.
 3. If the form work for the foundation is not in compliance with the approved plans, a stop work order will be issued, requiring work to stop immediately, and will remain in effect until the form work correctly matches the approved plans and passes inspection, or a new site plan is submitted for Type 2A review is approved.
 4. Failure to call for and receive a footing inspection prior to pouring concrete may result in a stop work order and/or a fine and a correction to meet the approved plans.
- d. **Tree Protection, Removal and Inspections.**
 1. The Community Development Department staff will also check proposed tree and vegetation removal for compliance with approved construction plans. Any tree or vegetation removed that is not approved for construction-related removal by the Design Committee, or with a permit from the Natural Resources Department, will subject the general contractor, or property owner acting as their own general contractor, to fines as outlined in the Sunriver Rules & Regulations.

2. Properties under construction may be inspected periodically for tree-protection compliance by the Community Development Department staff. Failure to implement the tree-protection measures required by the Design Committee as a condition of approval, or as specified by staff during a Tree Protection Inspection, including the root protection zone, will result in a stop work order and/or a fine.
- e. **Final Inspections.** Final inspection and approval by the Community Development Department is required upon completion of the construction, alteration, landscaping, or minor addition. A request for final inspection must be sent to the Community Development Department. Any project requiring an SROA building permit will be inspected for conformity with the approved application. Substantial non-approved exterior changes may result in forfeiture of the construction deposit and/or a fine. Community Development Department staff will review the project, and the construction deposit will be returned provided:
1. All exterior improvements, alterations or changes are completed in accordance with the approved application materials, all conditions of approval, and all applicable provisions of this Manual.
 2. Any vegetation, adjoining property, common area, roadway or pathway that is damaged or disturbed during construction/demolition is repaired or restored to the condition that existed prior to construction/demolition (subject to Community Development Department approval and, in the case of roads, and/or pathways, approval by the Public Works Department).
 3. Failure to comply with the requirements for inspections will result in a stop work order and/or forfeiture of construction deposits and/or a fine.
 4. The Community Development Department may defer or delay the inspection requirement for paint, paving and landscaping between November 1 and June 1 of the following year for reasons of inclement weather.
 5. SROA has no responsibility to obtain any inspections, or to fulfill any inspection-related requirements, from/by Deschutes County or any other applicable permitting agency. All such requirements are the responsibility of the general contractor and/or the property owner.

SECTION 3. DESIGN STANDARDS

Section 3.01 Maintenance, Repair and Replacement

- a. **Maintenance and Repair.** Except as may otherwise be specified herein, maintenance and repair, as defined herein, are intended to preserve and continue the original design and state of construction of an approved structure. Maintenance and repair do not require Administrative or Design Committee review subject to Section 6.
- b. **Replacement.** Except as may otherwise be specified herein, replacement, as defined herein, is intended to construct a new element in place of an approved structural feature to achieve the same purpose as the original construction. Replacement may require Administrative or Design Committee review subject to Section 6.

Section 3.02 Dimensional Standards

- a. **Relationship to Deschutes County Zoning Regulations.** General land use requirements and building codes are established by Deschutes County. It is strongly recommended that applicants confirm that buildings conform to Deschutes County regulations. SROA shall have no obligation to administer or confirm that Deschutes County development code requirements are met except as otherwise specified herein.
- b. **Standards; Adjustments.** The dimensional standards are minimum requirements. The Design Committee has sole discretion to adjust the standards in this section (for example: require increased setbacks or reduced height or lot coverage) in order to protect significant natural features or to ensure compliance with any of the Design Committee Manual of Rules and Procedures, Sunriver Rules & Regulations or covenants, conditions and restrictions. Similarly, the Design Committee may grant variances to the dimensional standards, where it finds the variance is the minimum necessary and is consistent with the guidelines of Section 3 and the purpose and intent in Section 1.01.
- c. **Height.** The maximum ridge height permitted for any residential structure in Sunriver shall be 30 feet, except as otherwise allowed by the Deschutes County zoning ordinance for Sunriver Urban Unincorporated Community or deed restriction. The ridge height shall be measured from the existing and undisturbed elevation at the midpoint of the building footprint unless otherwise permitted by these rules.
- d. **Setbacks.**

Note: Please refer to Appendix B for specific lot shape examples

1. Setbacks for the Single Household Residential:
 - a. Front: 20 feet

This shall include eaves, privacy screen, steps, bay windows, etc. Only finished grade level walkways and driveways shall be permitted to encroach upon the front setback with the following exception: Ground lighting and posts with house number may be permitted to encroach on the front setback (refer to the setback example shown in Appendix B) if approved by the Design Committee.

- b. Side yard: 5 feet for a structure with a maximum ridge height of 21 feet. 7 feet 6 inches for a structure with a maximum ridge height more than 21 feet.

No building improvements above finished grade level shall encroach within side setback areas. This includes eaves, decks, privacy screens, steps, trash enclosure, bay windows, etc. Only finished grade level paths and walkways are allowed inside setback areas. No driveways, turnarounds and/or parking areas are permitted in side-yard setbacks (refer to the setback example shown in Appendix B).

- c. The rear yard setback intention is to maintain a minimum of 50 feet between structures 12 inches above grade between adjacent property to the rear.

The rear yard setback is variable from a minimum of 3 feet from the rear property line (lot line) to a maximum of 25 feet depending on the amount of commons abutting the rear property boundary. Therefore, a 25-foot rear set back minimum shall be implemented when there is 0 feet of commons. However, the rear setback can be reduced by 6 inches for every 1 foot of commons that abuts the rear property line, greater than 44 feet of commons.

The attached language is procedure for determining the required rear setback. A 90-degree perpendicular measurement of commons at 10-foot intervals will be used to determine the rear setback line. See Appendix B for visual property reference.

No building improvements above 12 inches from finished grade level shall encroach into the rear setback area, including eaves, decks, privacy screens, bay windows, etc.

2. General Setback Provisions

- a. Side yard setbacks shall conform to ridge line height standards.
- b. Any structure more than 21 feet in height must have 7 foot 6 inch side yard setback.
- c. The applicant shall verify and show all deed restrictions such as non-buildable areas on the property, realignment of property lines, non-buildable setback areas and height limits of record, etc., in their submittal. Such deed restrictions, when more stringent, shall take precedence over this Manual's setback requirements.
- d. All buildings and structures shall have a minimum 3 foot rear setback from all common areas, including all structures less than 12 inches above grade.
- e. The Design Committee assumes no liability for existing encroachments into platted setbacks, common areas, easements or neighboring property. It is advisable to have a property survey done by either a licensed surveyor or engineer and that property pins be located, exposed and identified on-site. Community Development Department staff retains the right to require a foundation survey, at the owner's expense, on a lot or structure as deemed necessary.
- f. Gutters are permitted to extend into setbacks.

e. Lot Coverage and Floor Area Ratio.

Note: Please refer to Appendix C for examples of determining Floor Area Ratios

1. Maximum lot coverage by homes and structures in a Single Household Residential shall be 35% of the lot area.
2. All areas of the lot covered by buildings and structures, including any deck that is not deemed to be grade level (more than 12 inches above finished grade), and all covered areas (not including eave overhangs) are included in the lot coverage calculation.
3. Any screened or partially screened enclosure (e.g., only the enclosed portions of the pool area, hot tub enclosure, dog pen, privacy area, trash storage and mechanical enclosures), as well as structures, railings and fixed benches taller than 12 inches, are to be included in calculating the total lot coverage.
4. Eaves and any driveway, walkway, uncovered/unenclosed deck, patio or porch that is deemed grade level (12 inches or less above finished grade) will not be considered in determining lot coverage.
5. The maximum Floor Area Ratio (calculated as a ratio of the total square footage of all structures to the total square footage of the property) for homes and structures in a Single Household Residential zone shall be 45%. The square footage for all structures shall be inclusive of only the interior square footage of all floor levels (including walls), including the garage and **above grade level** basement (if a basement is constructed), but not including vaulted spaces above the first floor.

6. Both the maximum lot coverage and maximum Floor Area Ratio shall be met as specified herein.

Section 3.03 Building Orientation and Mass

a. General Provisions.

1. All structures shall be located on the site with a minimum of disruption to the natural topography, native vegetation and natural environment. Structures shall be designed to fit the existing topography of the site. The existing topography of the site shall not be substantially altered to accommodate a structure. Designs shall be "stepped" as necessary to minimize disruption of the existing topography.
2. Consideration shall be given to preservation of the natural environment.
3. All new construction will be evaluated on criteria such as siting, proportion and orientation on the site.

b. Mass.

1. Buildings shall incorporate changes in articulation and divide large masses into varying heights and sizes. Diversity of heights and reduction of massing is the desired outcome.

Section 3.04 Driveways

a. General Provisions.

1. Driveways are required and shall follow the existing contours of the property as closely as practical.
2. The Design Committee may require an existing aggregate driveway that is in disrepair or exceeds the size limits established herein to be converted to the materials allowed in Section 3.04 c. as a condition of approval for any Type 3 Review.
3. Driveways longer than 60 feet in length shall include a curvilinear design to the greatest degree practicable given the other provisions of this section.
4. If pavers or concrete are used for the driveway, a smooth and continuous transition of the pavers/concrete to the edge of the street asphalt/pavement shall be provided. The finished driveway surface shall not be higher than the roadway edge.
5. All existing gravel driveways must conform to the originally approved configuration to satisfy criteria in Section 2.02(a) and shall be contained with permanently affixed, pressure treated lumber no smaller than 4"x4" or other permanently affixed border materials approved at the discretion of the Design Committee.

b. Size.

1. A 20 foot minimum depth in front of the garage must be provided to accommodate vehicular parking.
2. The driveway shall accommodate one 10 foot x 20 foot parking zone for every sleeping area in the dwelling unit. If the driveway area required to contain the number of required parking zones is deemed excessive by the Design Committee, the owner should be aware that a reduction in the number of sleeping areas may result. Notwithstanding the parking and access standards, the primary intent of these architectural guidelines is to maintain as much of the natural setting as possible by limiting the amount of hardscape (driveways, walkways, patios).
3. The maximum width of the driveway at the connection to the lane shall be 16 feet. The Design Committee may approve up to a 20 foot maximum width to the lane to accommodate the required parking zones.
4. The calculated parking zones may extend beyond the property boundary to the edge of the paved street to which the driveway connects.

c. Materials Allowed.

1. A solid but permeable surface capable of supporting vehicles is encouraged.
2. Asphalt
3. Pavers
4. Concrete
5. Any combination of materials must be approved by the Design Committee.
6. Other materials as approved by the Design Committee.

d. Driveway alterations.

1. Driveway alterations shall be approved by the Design Committee utilizing materials in Section 3.04 c.

Section 3.05 Walkways

a. General Provisions.

1. Walkways shall be a minimum of 3 feet wide.

2. All walkways may be of different material from the driveway, but shall be one of the materials listed in Section 3.05 b.
3. Walkways are not permitted to extend to the street.
4. A **continuous** walkway from the driveway to the trash enclosure shall be constructed in conformance with this Section and Section 3.15 b 2.

b. Materials Allowed.

1. A solid but permeable surface
2. Asphalt
3. Pavers
4. Concrete
5. Any combination of materials must be approved by the Design Committee
6. Other materials as approved by the Design Committee

Section 3.06 Siding and Trim

a. General Provisions.

1. Non-combustible siding and trim is encouraged.

b. Permitted siding and trim

1. Fiber cement vertical and horizontal dimensional siding and trim
2. Brick/stone/faux stone
3. Stucco/exterior insulation and finish system
4. Board and batt siding with minimum batt sizes and maximum spacing:
 - a. 1x2 batts @ 8 inches on center
 - b. 1x3 batts @ 12 inches on center
 - c. 1x4 batts @ 16 inches on center
5. Cedar vertical and horizontal dimensional siding and trim
6. Cedar shingles/shakes allowed for gables only
7. Cedar fascia
8. Wood beams, timbers, trusses and logs
9. Other materials as approved by the Design Committee

c. Prohibited siding.

1. Vinyl siding
2. Metal siding
3. Plywood siding (not a component of a board and batt system)
4. Uninterrupted fiber cement panels (not a component of a board and batt system)
5. Fiberboard siding
6. Cedar shingle/shake siding

d. Re-siding.

1. Re-siding with same siding and trim requires a recent photo of the house to be submitted with the application.
2. Re-siding with different siding and/or trim (e.g., different design, width, finish) is considered a new exterior design. Revised exterior elevations with all materials and sizes called out shall be submitted with the application.

Section 3.07 Doors

a. General Provisions.

1. The main front entry door may be any color with no review being required.
2. Other than the front door, doors shall match the house body color. Pre-finished doors shall be compatible with the house body color subject to Design Committee approval.
3. French doors and sliding glass doors may match the window frame colors or house body color.
4. Storm and screen doors
 - a. Color shall match the associated door color, the house body or trim color, or be medium bronze.
 - b. White colored storm and screen doors are not permitted.
 - c. Decorative ornamentation or shapes are not permitted.

Section 3.08 Garages and Garage Doors

a. General Provisions.

1. A 2-car garage is required for each new single household residence.
2. Interior garage dimensions shall be a minimum of 20 feet x 20 feet clear of any mechanical equipment or structures.
3. Garage doors shall be wood or of a wooden appearance.
4. Shall be subordinate in character to the rest of the exterior design and shall complement the exterior design of the home.
5. Garage doors shall be accurately depicted on the exterior elevations.
6. Purely decorative faux hardware such as handles and hinges are not permitted.
7. Windows in garage doors may be permitted if they do not comprise more than 25% of the door surface.
8. Garage doors shall be painted/finished the same as the house body color except as otherwise provided herein.
9. If there are substantial wood elements on a house, the Design Committee may, at its sole discretion, approve a wood garage door to be stained a different color from the house color so as to match the other wood elements. The approved color must blend well with the house color, and not create excessive contrast.

b. Garage door replacement.

1. Photos or shop drawings of the proposed garage door and recent photo of the side of house showing the existing garage door shall be submitted with the application.
2. If the house has more than one garage door and not all garage doors are being replaced, the replacement garage door(s) shall exactly match the existing door(s), or all doors shall be replaced to be the same design.

Section 3.09 Windows, Skylights and Solar Panels

a. General Provisions.

1. White window and skylight frames are not permitted.
2. Window frame color shall be compatible with the exterior colors of the house.
3. Skylight and solar tube frame color shall not create excessive contrast with the roofing color.
4. Windows shall be aesthetically compatible and complement the exterior design on all sides of the structure.
5. Window grids are not permitted. True divided lites or simulated divided lites with a component on the outside of the window glass may be permitted if they are consistent with the architectural style being proposed.
6. Solar panels, frames, hardware, mounting equipment, etc., shall not have a lighter color than the roof or create glare onto any adjacent property.
7. Window screen frames (that are exterior mounted) shall be compatible or match the window frame color.

b. Window replacement.

1. Window replacement consisting of styles and/or colors that are different from the existing style/color shall be reviewed by the Design Committee.
2. Photos or shop drawings of the proposed windows and recent photo of the house showing the existing windows shall be submitted with the application.
3. If only some of the windows are being replaced, the replacement windows shall closely match the existing windows on that elevation/side of the house or all windows on that elevation/side shall be replaced to be the same design.

c. Skylight, Solar Panel and Solar Tube installation.

1. Photos and/or product design and specification sheets shall be submitted. An exterior elevation showing proposed skylights, solar panels/tubes and recent photos of the exterior of the house shall be submitted with the application.

Section 3.10 Exterior Colors

a. General Provisions.

1. A list of exterior colors choices (excluding roof color) will be provided by the Community Development Department. No custom exterior colors permitted.
2. A maximum of 3 colors are permitted for house body color (solid), trim color (solid) and accent color (semi-transparent stain).
 - a. Body: main siding surfaces of the structure.

- b. Trim: Approved for roof fascia only. Trim color may also be requested for the following areas pending Design Committee review and approval: window trim and shingled gable base trim.
- c. Accent: A semi-transparent stain of the house body color or trim color may be requested for the following areas pending Design Committee review and approval: shingled gable ends and exposed timber elements.
3. For repainting or re-staining, a recent photo of the home clearly showing the current color shall be submitted, including windows, window frames and doors.
 4. High gloss or highly reflective finishes are not permitted.
 5. Home additions shall be painted the same color(s) as the existing approved home color until such time as repainting to a new color is proposed or required.
 6. The underside of upper-level wood decking, including stair treads shall be painted or stained house body color. This includes the bottom of the decking (except for composite materials with a solid color throughout), deck support posts and beams, sheet metal connectors and anchors, and all exposed sides of the stair stringers.
 7. All vertical surfaces including deck screening, deck fascia, rails, balusters, benches, supports and stair risers are to be a paintable material and shall match the approved house body color. However, in the sole discretion of the Design Committee, if found to be compatible to/with the house body color, stair risers may be of the same material and finish as the attached stair treads. **The horizontal surfaces of benches may match the approved horizontal deck material. All vertical surfaces of benches (fascia, supports, etc.) shall match the approved house body color or a compatible color approved at the discretion of the Design Committee. Benches may match the surrounding deck material. Other support materials (e.g., rock, brick) may be left unpainted.**
 8. Railing systems using composite materials may be allowed to be unpainted if they are the same color as the decking material and are compatible to/with the body color of the house as determined by the Design Committee.
 9. Metal railing systems are allowed if they are black or a dark, non-reflective finish, or match the house body color.
 10. Metal balusters used in wood or composite rail systems are allowed if they are black or a dark, non-reflective finish.
 11. The color of natural wood beams, shingles or logs used as trim or embellishment such as trusses, arches, handrails and underside of exposed roof structures shall be reviewed by the Design Committee.
 12. Any equipment or other device mounted or affixed to the exterior walls (including but not limited to electrical meter panel, telephone box, irrigation timers, hot tub electrical box, wall mounted exhaust vents, direct vent chimney vents, piping, conduit, electrical raceways, wall and railing caps, etc.), shall be painted the house body color and/or to match the surface to which they are affixed or mounted. Gas meters and piping are exempt from these provisions and specifically shall not be painted.
 13. Each year the Design Committee inspects all structures in the community to determine which are in need of repainting. Property owners are required to maintain their property per Section 4.02 of the Sunriver Rules & Regulations.

Section 3.11 Roofs and Roofing

a. General Provisions

1. All roofs shall be Class A fire rated.
2. Roofs shall be designed to reduce the apparent mass of a building, add visual interest and be appropriate for the architectural style of the building.
3. Pitched roofs are to have a minimum pitch of 4/12. "Flat" or other shaped roofs may be used only when approved by the Design Committee.
4. Continuous ridge vents and/or soffit vents shall be used in lieu of roof jack vents.
5. Composite roofing materials shall be per the pre-approved list unless otherwise approved by the Design Committee.
6. Metal roofing materials shall require Design Committee approval.
7. Roofing on attached additions shall match the principal structure roofing in color and material.
8. Approval from the Design Committee is required of non-matching roofing colors/materials to be used on the detached structure versus the principal structure.

9. Wood shake roofs shall be replaced with a Design Committee approved roofing material on or before January 1, 2030, for all existing structures.

b. Reroofing

1. Any replacement or substantial repair of an existing roof (more than 20% cumulatively at one time or within 5 years) will require the entire house to have matching materials per the pre-approved list unless otherwise approved by the Design Committee.
2. Reroofing shall require submittal of a proposed roofing sample (or select a roofing type and color from the sample boards at the SROA office) and a recent photo of the house that clearly depicts the colors of the exterior materials on the house. Roofing color proposed shall complement the existing exterior colors of the house.

Section 3.12 Gutters and Downspouts

a. General Provisions

1. No review of gutters and downspouts is required if they are consistent with the standards herein.
2. Colors. Gutters and downspouts shall be the same or closely match the color of the material on which they are mounted, and may be of different color to match the vertical and horizontal elements they are mounted to.
3. All gutters and downspouts are recommended to be metal.

Section 3.13 Exterior Exposed Metals

a. General Provisions

1. All roof mounted mechanical and fireplace flues, roof flashings, etc. shall be painted to match or blend with the roofing, or be finished in flat black or medium bronze.

Section 3.14 Masonry

a. General Provisions

1. Masonry shall be limited to materials that appear natural and blend with the surrounding natural environment.
2. Colors shall be of a neutral tone that are compatible with the house colors.
3. Submit material samples of full range of colors and sizes. Submit exterior elevations showing the extent of the masonry and accurately depicting the masonry.

Section 3.15 Hot Tubs, Screen Walls and Fencing

a. General Provisions

1. Fencing around the perimeter (or portion thereof) of a property is not permitted.
2. Fencing and privacy screens are not permitted on berms.
3. Fencing around residential pools will be reviewed on an individual basis, taking into consideration such factors as location, exposure to public view, natural screening and any legal requirements (such as requirements imposed by Deschutes County) necessitating such. All such fenced areas or areas enclosed by a railing shall be included in the 35% lot coverage calculation.
4. Privacy screening may be approved at the discretion of the Design Committee, if it can be demonstrated that a property has a need for a privacy screen that is specific to the lot on which it is proposed.
5. Screen walls are not allowed to have windows or openings other than gates for access. Gates shall not have decorative ornamentation and shall be comprised of the same materials and design/shape as the screen wall.
6. Screen walls shall have a nominal 2-inch wood or metal cap. For metal parapet-type caps, no sharp edges shall be exposed. For metal screen wall type caps, all exposed edges shall be hemmed. Stone screen walls shall have a stone cap of the same material.
7. Screen walls shall be attached to the principal structure and shall match the materials and color of the wall to which they are attached.
8. The height of any screen wall, including all gates, unless otherwise specified, shall be sufficient to conceal the item to be screened from view and shall extend to within 8 inches of grade when installed on the ground floor level or when necessary to conceal equipment or support structure.

9. Lattice is not an approved building material.
10. Invisible fences must be at least two feet from the property lines. In no case shall invisible fences be allowed to extend across property lines or be installed on common ground. Additional distance from the property line may be required, at the discretion of the Design Committee, in accordance with general guidelines. Wires must be buried below the ground surface. No vegetation may be removed without appropriate approvals. All training flags must be completely removed within 60 days of issuance of the permit.

b. Items required to have solid screen walls/enclosures:

1. Enclosed Outdoor Areas
 - a. Enclosed Outdoor Areas include hot tub enclosures, outdoor storage areas and dog pens. The maximum size of all enclosures as combined is 350 square feet, including all walls of the enclosure. This does not include trash enclosures or enclosures for air conditioners, heat pumps and mechanical equipment as specified in Section 3.15 b. 2. and 3.
 - b. Hot tubs and outdoor storage areas shall be completely screened from view from all roadways, pathways, golf courses, other lots and residences.
 - c. Roofs may be required, if necessary, to screen hot tub from view from adjoining properties.
 - d. Gates are not permitted on the lane side (meaning, the lane to which the property is addressed) of a hot tub screen wall, if the hot tub is visible when the gate is open, unless site conditions make this infeasible, as determined by the Design Committee.
 - e. No screening is required to screen hot tubs from airport taxiways, national forests or train tracks.
 - f. For hot tubs, the screen wall shall be a minimum height of 5 feet from the walking surface at the hot tub. Any height above 5 feet from the walking surface at the hot tub may be approved at the discretion of the Design Committee.
 - g. All other screen walls (other than for hot tubs) shall not be taller than 5 feet.
 - h. All screen walls shall extend to within 8 inches of grade when installed on a ground floor level.
2. Trash/Recycling Cans
 - a. Cans shall be provided with a full enclosure to accommodate three 32-gallon trash/recycling cans, and no larger, unless combined with an enclosure for air conditioners, heat pumps and other mechanical devices, in which case the combination is still required to be no larger than is necessary to accommodate such amenities. At the sole discretion of the Design Committee, a larger trash enclosure that is sized in relation to the home may be considered or required.
 - b. Trash/recycling enclosures shall be located on the side of the house closest to the driveway when feasible, or otherwise on the side of the house.
 - c. The trash/recycling enclosure shall have a gate or door with a latch for easy access.
 - d. Built-in garage trash/recycling enclosures are permitted if accessible by an outside, non-lockable door. Interior lockable doors are recommended for security.
 - e. A continuous and minimum 3ft wide walkway from the driveway to the trash/recycling enclosure, shall be constructed in conformance with Sections 3.05 Walkways and 3.15 Hot Tubs, Screen Walls and Fencing.
3. Air Conditioners, Heat Pumps and other mechanical devices
 - a. Screening shall be a visual barrier of a quality as to prevent views from adjoining properties, and shall be attached to the principal structure.
 - b. Screening shall be no larger than is necessary to accommodate the equipment unless combined with an enclosure for trash cans in which case the combination is still required to be no larger than is necessary to accommodate such amenities.
 - c. At the discretion of the Design Committee, horizontal louvers in air conditioner/heat pump screen walls may be approved when required by manufacturers' specifications and no other solution is possible. Wood louvers shall provide a visual barrier of the air conditioner/heat pump when viewed horizontally. Vertical louvers and metal louvers are not permitted. Louvers shall be painted to match the house body color.

Section 3.16 Decks

a. General Provisions

1. Screening of the lower floor deck support structure may be required by the Design Committee. Such required screening will not be included in the calculation for outdoor storage as noted in Section 3.15 b.
2. All deck screening, deck fascia, deck supports, stair risers, stair stringers and affixed benches shall be consistent with the requirements of Section 3.10.

3. All materials shall be non-glare/non-reflective producing.
4. The maximum distance from the top of any concrete or other support structure to grade is 8 inches.

b. Deck replacement, modification or substantial alteration:

1. Replacement. Plans for the proposed deck and recent photo(s) of the entirety of the existing deck shall be submitted with the application.
2. Modification consists of using different deck finish materials but retaining the same size and shape. A sample of proposed decking color and finish and a recent photo of the entirety of the existing deck shall be submitted with the application.
3. Substantial alteration consists of proposing a different deck shape or size. Such substantial alteration shall be consistent with the standards included in this Section.

c. Allowed materials upon approval by the Design Committee

1. Natural wood
2. Non-glare/non-reflective materials

d. Prohibited materials.

1. Carpeting
2. Imitation grass
3. Metals
4. Lattice

Section 3.17 Railings

a. General Provisions

1. Railings shall not have decorative ornamentation or shapes.
2. Continuous top rails are preferred. However, consideration shall be given to capped posts or posts used for roof- or shade-support structures.

b. Materials and Color

1. Metal balusters used in wood or composite rail systems are allowed if they are black or a dark, non-reflective finish.
2. Composite railings may be used in conjunction with composite decking and shall be the same prefinished color as the composite decking, as specified in Section 3.10 a. 8.
3. Portions of railings attached to fascia or deck trim shall match the fascia or deck trim board color. Deck mounted railings are preferred.
4. Log railings shall be the same color as the house body color, an existing accent color or the color of another existing wood feature if approved by the Design Committee. Infill metal railing panels painted black may be approved. A photo shall be submitted with the application.
5. Cables within cable railings may be left unpainted. Supports shall be painted black or house body color.

c. Railing replacement or modification

1. Replacement. Plans for the proposed railing and recent photo(s) of the entirety of the existing railing shall be submitted with the application.
2. Railing modification consists of using different materials, but retaining the same shape, size and configuration of the existing railing. Such modification shall be consistent with the standards included in this Section.
3. Substantial alteration consists of proposing a different railing shape, size or materials. Such substantial alteration shall be consistent with the standards included in this Section.

Section 3.18 Landscaping

a. General Provisions

1. Maintenance of existing native conditions is encouraged. Landscaping is not required, but if proposed, xeriscape landscaping elements are highly preferred.
2. Standards. When proposed, landscaping shall be consistent with the following requirements:
 - a. Shall conform with the Sunriver Ladder Fuels Reduction Plan.
 - b. Shall be confined within owner's property boundaries. Encroachments onto any road right-of-way, pavement edge zone or other common areas is prohibited.
 - c. Shall maintain the natural character of Sunriver by providing a smooth transition between the built environment and existing native vegetation.

- d. All landscaping shall have a natural, non-linear appearance. Planting or installation of trees, shrubs, hedges, other vegetation and other natural materials (such as timbers, stone, rocks, etc.) to align with a property boundary or in a straight or continuous line is prohibited.
 - e. Shall use trees, shrubs, perennials, grasses, ground cover and other vegetation that are native or capable of naturalizing or adapting to the local soil conditions and hydrology, climatic extremes and wildlife. Exotic species that do not have consistent form with native vegetation are prohibited.
 - f. Shall not use cages, wire mesh, or fencing, to protect trees, shrubs, perennials, grasses, ground cover or other vegetation. .
 - g. Shall use fire-wise and water-wise ground covers such as native bunch grasses, wildflowers, or other ground covers (see Appendix F Landscaping in Sunriver) in non-landscaped areas. Seeded or sodded turfgrass is permitted but shall be used in limited areas, such as flat, high-use zones. Artificial turf is prohibited. Composted wood chips or native pine bark nuggets may be used in landscapes but not in a widespread or continuous manner. River rock, gravel or other native rock/stone may be used if integrated into the site's topography and limited in nature.
 - h. Water features shall not have ponds or standing water; water features shall be continuously recirculating or otherwise flowing.
3. Owners are encouraged to incorporate defensible space planning into landscape designs. See Appendix G, Defensible Space and Home Hardening.
 4. Following construction, restoration to native conditions is required unless a landscape plan is approved by the Design Committee.
 5. Landscape plans shall show the location of all existing and proposed conditions and features, such as trees, shrubs, rocks, grasses, hardscape, irrigation systems, etc. Property pins shall be located and exposed prior to submission.
 6. Dwelling unit identification signs shall not be placed or kept on any private dwelling, other than signs stating the name of the occupant, the house number, and any name of the unit. The sign shall not exceed 1.50 square feet in overall size and must be approved by the Design Committee.

b. Tree Preservation and Removal

1. Removal of any tree within the footprint of a proposed construction project may be authorized by the Design Committee subject to Section 1.01 of this Manual.
2. Removal of any native tree species (Lodgepole pine and/or Ponderosa pine) that is greater than 4 inches (diameter breast height) and is located outside of the footprint of a proposed construction project requires a Forest Management Permit from the Natural Resources Department in accordance with the Ladder Fuels Reduction Plan.
3. Native trees that do not meet the Natural Resources Department criteria for removal outside the construction footprint for an active building project may be authorized for removal by the Design Committee if the following conditions are satisfied:
 - a. Reports from a licensed structural engineer and an ISA certified arborist with Tree Risk Assessment are submitted.
 - b. Such reports provide a determination that the tree is actively compromising the integrity or causing damage to a significant structural element of the active construction project.

c. Berms. Berms of 12" or higher on private property are prohibited except as approved by the Design Committee.

1. Attention shall be paid to the existing topography in the immediate and surrounding area so not to disrupt or interfere with drainage or water flow. SROA, the Design Committee, and SROA staff shall not be liable for any alteration of the landscape that affects drainage or water flow.
2. Berms shall be limited to 48 inches in height and shall be comprised of soil.
3. Berms shall blend with surrounding vegetation and the installation or removal of berms shall not negatively impact existing native vegetation.
4. No fences or screen walls are allowed to be placed on berms.
5. Berms shall not be located within the required property setbacks and must be contained within all property boundaries.

Section 3.19 Lighting

- a. **Guideline.** The intent of these rules is to eliminate glare and annoyance to adjacent property owners, passersby and to maintain night sky views in Sunriver.

- b. **Directed Light.** All exterior lighting shall be completely shielded, and the light rays directed downward, including motion detected and/or security lighting. No light shall be emitted from the sides, front or top of the fixture.
- c. **Exterior Fixtures.** Detailed plans or photos shall be submitted for all proposed exterior fixtures, and such fixtures shall be shown on all exterior elevations, floor plans and site plans. Details shall clearly indicate size, shape, style, material and color.
- d. **Color coordinated.** Materials and colors of exterior lighting features must comply with Section 3.10
- e. **Illumination.** Fixtures shall be limited in number, and each fixture shall produce no more than 1600 lumens. All bulbs shall emit a similar color temperature of 2,700 to 3,000 Kelvin.
- f. **Driveway and walkway lights.** Shall be less than 3 feet above grade and shall be completely shielded with the light rays directed downward. No light shall be emitted from the sides, front or top of the fixture.
- g. **Soffit lights.** Shall not be installed in any soffit that is not horizontal, unless the lighting is directed vertically downward and the light source is not visible from neighboring properties. Soffit lights shall not be installed in any soffit area above the first floor soffit, unless these lights are used for lighting an upper deck surface and the light is prevented from extending to the walls below the deck. Soffit lighting shall use spotlight rather than floodlight lighting.
- h. **Prohibited lighting:**
 - 1. No light shall be directed upwards and/or outwards for any reason. No light shall be emitted from the sides, front or top of the fixture.
 - 2. Exterior lighting shall not be used to showcase the building or other site features.
 - 3. String lights are prohibited. ~~Except as noted in Section 4.02 of Sunriver Rules & Regulations, except from the Saturday prior to Thanksgiving and extending to the Sunday following New Year's Day.~~
 - 4. Light fixtures with slots, holes or lenses are not allowed unless specifically approved by the Design Committee.
 - 5. Adjustable exterior light fixtures are prohibited.
 - 6. "American Flag" lighting on a ground mounted flagpole must be directed downward and shall produce no more than 1,600 lumens. The light rays emitted shall not extend horizontally outside the width of the flag.

Section 3.20 Grading

a. General Provisions.

- 1. Site grading shall not occur outside of the portion of the site approved for development as required per this Manual.
- 2. Any contouring of a building site shall be approved by the Design Committee pursuant to the criteria listed below, and any other applicable sections of this Manual, prior to starting construction, with special consideration given to the height calculations in Section 3.02 c. and topographical alterations in Section 3.03 a. All site grading shall comply with the approved plans.
- 3. Retaining walls may be incorporated into the exterior walls or patios of the home. Retaining walls shall not extend above the walking surface of the patios, unless otherwise approved by the Design Committee, with a maximum allowance of 2 feet.
- 4. Grading should be minimized and allow for only the construction of the structure and paved areas such as driveways and walkways.
- 5. All disturbed areas of the site shall be graded so that no additional drainage occurs onto an adjacent lot, but instead is directed toward the street or toward an existing drainage system in a common area.
- 6. Any areas disturbed during grading or other construction activities shall be restored to native conditions, or to approved pre-construction conditions.
- 7. All grading activities shall implement and comply with required tree protection measures.

Section 3.21 Antennas and Flagpoles

- a. **Flagpoles.** All flagpoles are to be a maximum diameter of 5 inches and be no more than 18 feet high as measured from grade level, whether a ground-mounted pole or affixed to the house. Flagpoles shall be non-reflective and finished in black or bronze. Flag poles shall not be installed in any property setback. For lighting allowances, refer to Section 3.19 h.

- b. **Antennas.** Antennas are not subject to the Design Committee review process and no fee is required if installed in accordance with the following criteria:
 - 1. **All ground-mounted and/or roof-mounted antennas shall be no more than 4 feet above grade level or surface of the roof to which it is attached.**
 - 2. **Shall match the house body or roof color, or be flat black, gray or the same color to the surface to which it is affixed.**
- c. **Satellite dishes.** Satellite dishes 1 meter in size or smaller are not subject to the Design Committee review process and no fee is required if installed in accordance with the following criteria:
 - 1. **Shall be installed in the least conspicuous location for functionality.**
 - 2. **Shall be physically attached to the principal structure on the site.**
 - 3. **Shall be compatible to/with the siding color.**
- d. All other applications for flagpoles, antennas, satellite dishes and cellular towers/antennas that do not meet the standards listed above.
 - 1. **Shall be designed to reduce adverse visual impact.**
 - 2. **Shall be screened to the maximum extent practicable given the intended function and necessary design.**
 - 3. **Shall exceed the standards listed above to the minimum necessary to achieve the intended purpose for the feature.**

Section 3.22 Heat Pumps and Air Conditioners

- a. **Screening.** A complete visual barrier is required for all new and replacement heat pumps, air conditioners, and similar exterior mechanical equipment in accordance with Section 3.15.
- b. **Replacement.** Application for heat pump/air conditioner replacement shall demonstrate that the new unit will comply with the screen wall requirements of Section 3.15.
- c. **New.** Application for a new heat pump/air conditioner shall include a site plan and an exterior elevation drawing, as well as a photo or product sheet of the proposed unit, showing the fully dimensioned unit and screen wall designed to comply with Section 3.15.
- d. See Section 6, Table 1 for additional application information.

Section 3.23 Permanent Outdoor Fireplace

a. General Provisions.

- 1. The fireplace shall be on a patio or deck only, away from vegetation.
- 2. Fireplaces shall be permanently installed.
- 3. Be electric or gas fueled only.
- 4. The entire firebox shall be covered with a fixed glass face that shall be removed (and replaced) only by a service professional for maintenance of the fireplace.
- 5. The fireplace shall be activated by an electronic switch, push button or remote control.
- 6. Fireplaces with a refillable fuel source shall not require the removal of the glass face to be refilled.

Section 3.24 Awnings and Externally Affixed Materials

a. General Provisions.

- 1. Shall not encroach into the setback areas when fully extended.
- 2. Shall be attached to a primary structure.
- 3. White fabric or white armature are not allowed. Fabric and armature shall be similar to the house body color.
- 4. Fabric shall be solid in color; or patterned with colors compatible with house body color..
- 5. Application for a retractable awning shall include a current photo of the wall to which the awning will be attached. A site plan showing the awning as extended in relation to the property boundary shall be provided. Samples or brochure showing the fabric and armature, including colors, shall be provided.

Section 3.25 Affixed Golf Nets

a. General Provisions.

- 1. Nets are only allowed during the periods when the golf courses are operating.

2. All nets shall be black in color.
3. The hole/opening size shall be no less than 0.5 inches.
4. Nets shall not be affixed to trees and shall be removable/detachable from the surface to which they are affixed.
5. Support structures only for the affixed golf net(s) may be left intact year round to the structure they are attached to.
6. Horizontal deck mounting is preferred for support structure material and compatible hardware.
7. If support structure material and compatible hardware is attached to the deck fascia, it must be painted to closely match deck fascia color. If support structure material and compatible hardware is attached to the primary structure, it shall closely match house body color.

Section 3.26 Affixed Outdoor Sports Equipment

a. General Provisions.

1. Except as otherwise specified herein, all permanently affixed outdoor sports equipment, including but not limited to swings, basketball backboards, climbing apparatus, etc., shall be constructed of wooden or metal posts, logs or timbers, except for chains or other necessary hardware upon which the function is dependent.
2. All support posts shall be painted flat black if not attached to the house; if attached to the house, the support structures shall be painted the house body color.
3. No equipment may be attached to trees.
4. Basketball backboards may be installed subject to the following standards:
 - a. **No backboard shall be attached to the house.**
 - b. **Shall be located on the side of the driveway that is farthest from the property line and is the least conspicuous location as viewed from the lane and adjacent properties.**
 - c. **The support posts shall be painted flat black.**
 - d. **The backboard shall not contain any colors other than black and white.**
5. Application for such equipment shall include a current photo of the wall or property location where the item will be attached or placed. A site plan showing the equipment in relation to the property boundary shall be provided. A sample photo or brochure showing the equipment, including colors, shall be provided.

Section 3.27 Electric Vehicle Charging Stations

a. General Provisions.

1. Properties shall install the electric vehicle charging apparatus (including the cord) in the following manners only.
2. No light associated with the EV charging equipment shall be visible from the lane or any other property. This may require the EV charger to be concealed by a narrow structure (affixed to the principal structure) painted to match house body color or screening via a wall compliant with Section 3.15.
3. The charging apparatus or enclosure must be made of non-reflective materials and shall be the same color or closely match the color of the material on which it is mounted. If the color does not match or closely match, then a paintable cover shall be installed and painted to match. ~~or painted to match house body color.~~
4. The applicant must provide a photo of the proposed EV charging apparatus along with a product sheet of the product.
5. Preference order for EV charging equipment mounting is as follows:
 - a. **Mounted inside a building such as the garage is strongly preferred.**
 - b. **Face mounted on the side exterior of the home/garage (closest to the driveway) not facing the lane, not to exceed 4 feet in height above grade level. The EV charging apparatus must be concealed as much as possible from neighboring properties or common areas.**
 - c. **On a post mounted adjacent to the driveway not facing the lane.**
6. Each installed charging station shall be in compliance with the current Manual at the time of install. This Manual may be revised in the future as this technology type continues to evolve.

Section 3.28 Detached Structures and Carports

a. General Provisions.

1. Newly constructed detached structures are prohibited.

2. Newly constructed carports are prohibited.

Section 3.29 Pergolas, Arbors and Trellises

a. General Provisions.

1. All exposed surfaces must be painted and/or stained to match the house body color and/or trim color in accordance with Section 3.10.
2. All pergolas shall be affixed to or abut the principal structure.
3. All pergolas shall be installed over the top of and in conjunction with either a deck or patio.
4. All framing materials shall be of 2x or greater material to ensure an aesthetically pleasing appearance.
5. All pergola's architectural design shall be compatible with the principal structure.
6. No solid/permanent roofing material shall be used.

b. Replacement, modification or substantial alteration:

1. Replacement. Plans for the proposed pergola shall be submitted with the application.
2. Modification consists of using different pergola finish materials but retaining the same size and shape. A sample of proposed pergola color and finish and a recent photo of the entirety of the existing pergola shall be submitted with the application.
3. Substantial alteration consists of proposing a different pergola shape or size. Such substantial alteration shall be consistent with the standards included in this Section.

c. Allowed materials upon approval by the Design Committee.

1. Natural wood
2. Non-glare/non-reflective materials

d. Prohibited materials.

1. Glare or reflective materials
2. Paneling
3. Translucent materials
4. Metals

Section 3.30 Outdoor Kitchens

a. General Provisions.

1. Shall be constructed on an existing or in conjunction with a deck or patio.
2. The outdoor kitchen configuration shall be permanently affixed to the deck or patio.
3. Construction materials shall be non-reflective (excluding appliances) and consist of wood and/or wood and stone elements.
4. Siding and stone color and materials shall be compatible with house body color and existing house materials.
5. Outdoor kitchen appliances shall not be free-standing.
6. Outdoor kitchen countertops shall be made of non-reflective materials.
7. Any covered structure over the outdoor kitchen area must be connected to the principal structure.

Section 3.31 Patios

a. General Provisions.

1. Patios shall remain within all property boundaries.

b. Size

1. The primary intent of these architectural guidelines is to maintain as much of the natural setting as possible by limiting the amount of hardscape (patios, walkways and driveways).
2. The Design Committee, in its sole discretion, may deem a patio to be excessive in size.

c. Allowable Materials

1. Pavers
2. Concrete
3. Flag stone
4. Any combination of materials must be approved by the Design Committee
5. Other materials as approved by the Design Committee
6. Material color shall be compatible with existing material colors
7. Red bricks are prohibited.

SECTION 4. MULTI-RESIDENTIAL HOUSEHOLD DESIGN STANDARDS (Association of Unit Owners, AUOs)

Section 4.01 Standards

a. General Provisions.

1. Any alteration to an individual unit shall follow the guidelines in Section 3.00 of this Manual and require written approval from the AUO.
2. Setbacks. Front, side and rear yard setbacks shall meet the requirements of the Deschutes County zoning ordinance.
3. Heights. Building heights shall meet the requirements of the Deschutes County zoning ordinance for Sunriver Urban Unincorporated Community.
4. Unless otherwise specified, structures shall be consistent with the dimensional and siting standards in Section 3.02 and 3.03 of this Manual.
5. Unless otherwise specified, construction grading shall be consistent with Section 3.20 of this Manual.
6. Large scale buildings (structures exceeding 8,000 gross square feet) within a Multi-Residential Household shall conform with the approved Master Plan and shall have clearly defined highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls and/or integral planters. On-site landscaping is required for all large-scale buildings and developments. Notwithstanding the required compliance with the Sunriver Ladder Fuels Reduction Plan that takes precedent over any conflicting requirements herein, landscaping for large-scale buildings shall include vegetation elements combined with the architectural features to significantly reduce the visual impact of the building mass as viewed from the street and/or plazas and pedestrian areas. Large scale developments should include (but not be limited to) community amenities such as patio/seating areas, artwork or sculpture, clock towers, pedestrian plazas with park benches or other features located in areas accessible to the public and may be considered as part of the landscaping requirement.
7. Painting of Multi-Residential Household residences shall be consistent with Section 3.10 of this Manual.
8. Other than for Multi-Residential Household residences, painting of all other structures shall be consistent and compatible with the color schemes established by the existing on-site commercial development, or as approved as part of the Master Plan, or as otherwise approved by the Design Committee.
9. Lighting for Multi-Residential Household residences shall be consistent with Section 3.19 of this Manual.
 - a. **Lighting shall be sufficient as required by all applicable local and state building codes. Appearance shall be judged on the individual merit of the fixtures.**
 - b. **On-site lighting, within physical limits of the area required to be lighted, shall not shine upon nor directly illuminate any surface other than the area required to be lighted. All bulbs shall be shielded and directed downward so that light does not project directly from the sides, top or front of the fixture or off-site.**
 - c. **No lighting shall constitute a hazard to vehicular traffic, private property or on abutting streets/pathways.**
 - d. **The height of light poles shall comply with all applicable Deschutes County zoning ordinance and building code standards. To prevent damage from automobiles, poles shall be mounted on reinforced concrete pedestals or otherwise protected.**
10. Trash Enclosures: Shall be sufficient to conceal and contain all trash containers and disposed materials from view. Enclosures shall be solid in construction with a latching gate for access and match the units in colors and materials.
11. Temporary structures or construction trailers that have been approved by the Design Committee may be permitted on the property during the period of construction. Any temporary structures or construction containers shall be removed within 15 days after completion of construction. Under no circumstances shall temporary structures or construction trailers be used as living quarters.

Section 4.02 Signs Other

Signage:

- a. **General Provisions:** The purpose and objectives of these regulations for Multi-Residential Household signs

is to provide reasonable and necessary requirements for the erection and maintenance of signs in order to accomplish the following:

1. Promote a neat, clean and attractive appearance within Sunriver.
2. Preserve, protect and enhance the economic, scenic and aesthetic values and objective of Sunriver.
3. Sign areas, locations and quantities. The intent of the following is to limit the size, placement and numbers of signs permitted at any one location so as to promote the stated objective of these regulations:
4. Natural, non-glare materials (e.g., wood, natural stone) are preferred for signs. Colors and materials, including metal signs, shall be submitted for approval by the Design Committee.
5. Lettering for signs shall be in proportion to the permitted size of the sign, shall relate aesthetically to the building and adjacent signs. In all cases lettering shall be approved by the Design Committee.
6. Signs shall be lit from a separate fixture located above the sign and directed downward to illuminate the sign and not be directed off-site or onto adjacent businesses or properties. Interior lighting of advertising elements is prohibited. All lighting fixtures shall be in conformance with the provisions of this Section.
7. Non-conforming sign disposition shall be as follows:
 - a. **Any sign found to be non-conforming for any reason is prohibited. All signs in existence or under construction on the date of adoption of these regulations that do not conform with the requirements herein, shall be regarded as a non-conforming sign and must be removed, altered and/or replaced so as to conform within 1 year of the adoption date of this Manual. A non-conforming sign that is relocated, altered and/or replaced shall conform to the requirements of this Manual.**

Ground-Mounted signs:

1. Ground-mounted signs for a Multi-Residential Household complex will be considered on an individual basis. The permitted area shall not exceed 15 square feet. Such factors as location (visibility by pedestrian and/or vehicular traffic) and impact on public safety and overall aesthetics shall be carefully considered.
2. The height of ground-mounted signs shall not exceed 10 feet measured from top of sign to average grade. No ground-mounted sign shall exceed 4 feet in height from the ground to the bottom of the sign and 15 square feet in area. Such signs shall not be permitted within 10 feet of any other sign or side lot line, shall not be permitted within 5 feet of any public street, public pedestrian walkway, and shall not visually obstruct any clear vision areas required for public safety.

Directional Signs:

1. Directional signs shall be limited in area to 1.50 square feet in area and not exceed 3 feet in height.

Section 4.03 Electric Vehicle Charging Stations

1. Properties shall install the electric vehicle charging apparatus (including the cord) in the following manners only.
2. The Design Committee strongly urges AUOs to approve a uniform location and required enclosure (if necessary) for all units.
3. No light associated with the EV charging equipment shall be visible from the lane or any other property. This may require the EV charger to be concealed by an enclosure (affixed to the principal structure) painted to match unit body color or screening via a wall compliant with Section 3.15.3.
4. The charging apparatus or enclosure must be made of non-reflective materials or painted to match the surface of which it is attached to.
5. The applicant must provide a photo of the proposed EV charging apparatus along with a product sheet of the product.
6. Preference order for EV charging equipment mounting is as follows:
 - a. **Mounted inside a building such as the garage is strongly preferred.**
 - b. **Face mounted on the side exterior of the principal structure not facing the lane, not to exceed 5 feet in height above grade level. The EV charging apparatus must be concealed as much as possible from neighboring properties or common areas.**
 - c. **Post mounted and centrally located between unit buildings, not facing the lane.**
7. Each installed charging apparatus shall be in compliance with the current Manual at the time of install. This Manual may be revised in the future as this technology type continues to evolve.

SECTION 5. Commercial, Resort, Village and Private Non-Residential Properties

Section 5.01 Standards

1. Setbacks. Front, side and rear yard setbacks shall meet the requirements of the Deschutes County zoning ordinance.
2. Heights. Building heights shall meet the requirements of the Deschutes County zoning ordinance for Sunriver Urban Unincorporated Community.
3. Unless otherwise specified, structures shall be consistent with the dimensional and siting standards Section 3.02 and 3.03 of this Manual.
4. Unless otherwise specified, construction grading shall be consistent with Section 3.20 of this Manual.
5. Large scale buildings (structures exceeding 8,000 gross square feet) within a Multi-Residential Household shall conform with the approved Master Plan and shall have clearly defined highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls and/or integral planters. On-site landscaping is required for all large-scale buildings and developments. Notwithstanding the required compliance with the Sunriver Ladder Fuels Reduction Plan that takes precedent over any conflicting requirements herein, landscaping for large-scale buildings shall include vegetation elements combined with the architectural features to significantly reduce the visual impact of the building mass as viewed from the street and/or plazas and pedestrian areas. Large scale developments should include (but not be limited to) community amenities such as patio/seating areas, artwork or sculpture, clock towers, pedestrian plazas with park benches or other features located in areas accessible to the public and may be considered as part of the landscaping requirement.
6. Painting of multi-residential household residences shall be consistent with Section 3.10 of this Manual.
7. Painting of all structures shall be consistent and compatible with the color schemes established by the existing on-site commercial development, or as approved as part of the Master Plan, or as otherwise approved by the Design Committee.
8. Other than for multi-residential household residences, lighting for all other structures, shall be as follows:
 - a. **Lighting shall be sufficient as required by all applicable local and state building codes. Appearance shall be judged on the individual merit of the fixtures.**
 - b. **On-site lighting, within physical limits of the area required to be lighted, shall not shine upon, nor directly illuminate any surface other than the area required to be lighted. All bulbs shall be shielded and directed downward so that light does not project directly from the sides, top or front of the fixture or off-site.**
 - c. **No lighting shall constitute a hazard to vehicular traffic, or private property, or on abutting streets/pathways.**
 - d. **The height of light poles shall comply with all applicable Deschutes County zoning ordinance and building code standards. To prevent damage from automobiles, poles shall be mounted on reinforced concrete pedestals or otherwise protected.**
9. Trash enclosures shall be sufficient to conceal and contain all trash containers and disposed materials from view, shall be solid in construction with a latching gate for access and match the main structure in color and materials.
10. Temporary structures or construction trailers, that have been approved by the Design Committee, may be permitted on the property during the period of construction. Any temporary structures or construction containers shall be removed within 15 days after completion of construction. Under no circumstances shall temporary structures or construction trailers be used as living quarters.
11. Fencing around community or public recreational facilities will be judged on an individual basis, taking into consideration such factors as location, exposure to public view and natural screening in the immediate vicinity.

Section 5.02 Signs Other

a. General Provisions

Commercial signs. The purpose and objectives of these regulations for commercial signs to provide reasonable and necessary requirements for the erection and maintenance of commercial signs, both exterior and interior (visible from the outside), in order to accomplish the following:

Promote a neat, clean, orderly and attractive appearance within Sunriver.

Provide for reasonable, orderly and effective display of outdoor business signage compatible with their surroundings.

Preserve, protect and enhance the economic, scenic and aesthetic values and objectives of Sunriver.

- a. **Specific definitions covering commercial signs as specified herein are described in Appendix A.**
- b. **Sign areas, locations and quantities. The intent of the following is to limit the size, placement and numbers of signs permitted at any one establishment or location so as to promote the stated objective of these regulations:**
- c. **Natural, non-glare materials (e.g., wood, natural stone) are preferred for signs. Colors and materials, including metal signs, shall be submitted for approval by the Design Committee.**
- d. **Lettering for signs shall be in proportion to the permitted size of the sign, shall relate aesthetically to the building and adjacent signs. In all cases lettering shall be approved by the Design Committee.**
- e. **Awning and canopy signs are generally discouraged. However, applications for such signs will be considered by the Design Committee on an individual basis.**
- f. **Signs shall be lit from a separate fixture located above the sign and directed downward to illuminate the sign and not be directed off-site or onto adjacent businesses or properties. Interior lighting of advertising elements is prohibited. All lighting fixtures shall be in conformance with the provisions of this Section.**
- g. **Non-conforming sign disposition shall be as follows:**
 1. **Any sign found to be non-conforming for any reason is prohibited. All signs in existence or under construction on the date of adoption of these regulations that do not conform with the requirements herein, shall be regarded as a non-conforming sign and must be removed, altered and/or replaced so as to conform within 1 year of the adoption date of this Manual. A non-conforming sign that is relocated, altered and/or replaced shall conform to the requirements of this Manual.**
- h. **Inspection and enforcement shall be as follows:**
 1. **Inspection and enforcement of signs by the Community Development Department staff shall be done to determine sign conformance with this Manual.**

b. Hanging Signs

1. **Hanging sign overall dimensions shall not exceed 1.5 feet x 4.0 feet (6 square feet). The sign shall be suspended in such a manner that a minimum of 7 feet of clearance above adjacent walkway surfaces or finished grade and 8 feet of separation between businesses shall be maintained. The number shall be limited as noted for "Wall Signs."**

c. Wall Signs

Wall signs and/or hanging signs permitted at any one establishment or location shall not exceed 2 and shall be limited to the number of pedestrian and/or vehicular access ways serving that establishment or location. Each wall sign shall not exceed 12 square feet in overall area and shall not be mounted or otherwise attached to the structure so the face of the sign projects more than 4 inches from the structure. Further, wall signs shall not project above the eave line, roof line, top of parapet wall or beyond the ends of the wall or structure to which it is attached.

d. Drive-thru Signs.

1. **Drive-thru or walk-up window signs are permitted subject to the following standards:**
 - a. **Businesses with drive-thru lanes shall be permitted one sign for and located adjacent to the drive-thru lane. Drive-thru signs shall have a maximum sign area of 12 square feet and, if lighting is proposed, shall be backlit from a lighting source contained within the sign cabinet.**
 - b. **Businesses with walk-up window service shall be permitted one sign affixed to the wall immediately adjacent to the service window. Service window signs shall have a maximum sign area of 6 square feet. No internal backlit/cabinet lighting is permitted.**

e. Freestanding Signs

1. Freestanding and ground-mounted signs for a "Business Complex" will be considered on an individual basis. The permitted area shall not exceed 15 square feet. Such factors as location (visibility by pedestrian and/or vehicular traffic) and impact on public safety and overall aesthetics shall be carefully considered.
2. Freestanding signs are discouraged and may not be permitted for individual businesses. The height of freestanding signs shall not exceed 10 feet measured from top of sign to average grade. No ground-mounted sign shall exceed 4 feet in height from the ground to the bottom of the sign and 15 square feet in area. Such signs shall not be permitted within 10 feet of any other sign or side lot line nor within 5 feet of any public street, public pedestrian walkway or visually obstruct any clear vision areas required for public safety.

f. Building Directory Signs

Building directory signs for individual buildings shall be located on the building and adjacent to the public entrances. The information on these directories shall be limited to the name of the establishments and the room and floor numbers for each as located within the building.

g. Directional Signs

Directional signs shall be limited in area to 1.50 square feet. Sign may be displayed not exceed three (3) feet in height above grade.

h. Kiosks and Kiosks Signs

Kiosks shall not exceed 10 feet in height with no other horizontal dimension of the structure exceeding 7.5 feet. Kiosks shall be located in areas providing maximum pedestrian access but shall not be permitted to obstruct the right-of-way for emergency vehicles.

i. Interior Lighted Signs

1. Interior lighted signs (window and door) located in windows and/or doors for the purpose of being read from the exterior of the building shall comply with the following:

Signs shall be professionally produced.

Lighted interior signs shall be lit/operational during hours of business operation only.

Lighted signs shall not exceed 3 square feet per sign with a maximum of 3 lighted signs to an establishment, with no more than 2 signs per building elevation.

Other than "OPEN", sign copy shall be limited to a generic name or product of service in which the establishment specializes. (e.g., ski rentals, pizza, gifts, espresso, etc.) There shall be no lighted advertising for specific brand name products.

Flashing and blinking signs, and signs with changing text or images are prohibited.

j. Display Cases

Display cases. All previously approved, existing exterior display cases that are mounted on sides of existing buildings are exempt from compliance. They may not be increased in size. No further exterior display cases will be permitted. Any display from the interior of the window glass is permitted.

k. Sandwich Board Signs

1. Sandwich Board signs commonly referred to as "A" boards shall comply with the following:

There shall be no more than one "A" board sign per business.

The sign shall be non-illuminated with lettering that is of professional quality.

The width of each sign panel shall not exceed 24 inches. The height of each sign panel shall not exceed 36 inches when open and 43 inches when closed.

The "A" board shall be designed so that it will not allow the sign to be knocked down by the wind.

The "A" board shall be located within 20 feet of the main entrance door and not displayed on any pathway or street areas. Signs shall not be located in front of neighboring businesses.

There shall be no brand or product name; only the name of the business and operating hours are permitted on the sign face.

The "A" board shall be moved inside during non-business hours.

Section 5.03 Electric Vehicle Charging Stations

1. Properties shall install the electric vehicle charging apparatus (including the cord) in the following manners only.

2. No light associated with the EV charging equipment shall be visible from the lane or any other property. This may require the EV charger to be concealed by a narrow structure painted to match house body color or screening via a wall compliant with Section 3.15. 3.
3. The charging apparatus or enclosure must be made of non-reflective materials or painted to match the surface of which it is attached to.
4. The applicant must provide a photo of the proposed EV charging apparatus along with a photo of the product.
5. Preference order for EV charging equipment mounting is as follows:
 - a. **Mounted inside a building.**
 - b. **Face mounted on the side exterior of the principal structure not facing the lane, not to exceed 5 feet in height above grade level. The EV charging apparatus must be concealed as much as possible from neighboring properties or common areas.**
 - c. **Post mounted and centrally located, not facing the lane.**
6. Each installed charging station shall be in compliance with the current Manual at the time of install. The Manual may be revised in the future as this technology type continues to evolve.

SECTION 6. APPLICATIONS, REVIEW PROCESSES AND PROCEDURES

Section 6.01 General Provisions

- a. **Disclaimer.** The applicant is charged with the responsibility of being aware of all rules and regulations that relate to any application and that approvals by other agencies including Deschutes County (zoning and building permitting), SROA's Natural Resources and Public Works departments may be required prior to or in conjunction with submitting plans for Design Committee or Community Development Department review. This also includes all covenants, conditions and restrictions, and/or Village Declarations that may be appurtenant to the property.
 1. **Right of Entry.** Per section 11.05 of the Consolidated Plan of Sunriver, "The Administrator of Sunriver or his duly designated agent may at any reasonable time, and from time to time at reasonable intervals, enter upon any property within Sunriver for the purpose of determining whether or not the use of such property or any improvement thereon is then in compliance with the Consolidated Plan of Sunriver or any Sunriver Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the unit owner or occupant of such parcel.
- b. **Sub-Association Approval.** If the property is governed by a sub-association, or is within a commercial or resort area, written approval from the sub-association or owner/manager of the commercial or resort area is required prior to any submittal to the Design Committee.
- c. **Property Pins.** Property pins must be located and visible for inspection prior to a Type 3 Review. If a property pin cannot be found, a licensed surveyor must be retained to locate or replace the pin.
- d. **Staking and Stringing.** Staking and stringing of both the property boundary and the proposed project perimeter is required for and shall be completed prior to submitting an application for all Type 3 final review applications. If Community Development Department staff becomes aware that staking and stringing of the property boundary and/or the project perimeter has not been completed in accordance with deadlines established herein, the applicant and Design Committee shall be notified, and the proposed project shall be removed from the agenda for the scheduled Design Committee meeting. At time of submittal, photo documentation shall be provided to Community Development Department staff for verification that the staking and stringing has been completed. Staking and stringing may also be required at the discretion of SROA staff and/or Design Committee member(s) for Type 1, 2A and 2B reviews, or prior to a Type 3 Preliminary review.
 1. **Staking shall be accomplished with substantial stakes, that shall be a minimum of 3 feet in height. Stringing shall employ the use of durable, high visibility colored string.**
 2. **Where staking is impractical, the Community Development Department staff may approve an alternate method of displaying the property boundary and/or project perimeter (spray paint, chalk lines, etc.).**
 3. **Staking and stringing of the property boundary shall be maintained throughout the entire course of construction, and only be removed with permission from SROA staff.**

- e. **Review Procedure.** Unless otherwise specified in Section 6, Table 1 (found at the end of this section), all reviews shall be Type 3. All reviews shall be subject to the provisions of Section 6 of this Manual.
- f. **Review Authority.** The Community Development Department staff shall have the following review discretion to defer Type 1 reviews to the Design Committee to be processed as a Type 2A review. The Design Committee shall have the discretion to defer and process a Type 2A review as a Type 2B or Type 3. Type 2B reviews can be processed as a Type 3.
- g. **Reasonable Accommodations.** In accordance with applicable federal, state, and local law, the Design Committee will make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling and public or common use areas, unless such accommodations would constitute an undue hardship. The Design Committee may also permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises. To the extent possible, reasonable accommodations and modifications will be consistent with the, scenic and aesthetic values and objectives of Sunriver, while also affording the person with a disability equal opportunity and full enjoyment.

Section 6.02 **Type 1: Over-the-Counter Review**

- a. **Type.** The project types listed in Section 6, Table 1 (located at the end of this section), as Type 1 shall be processed as an Over-the-Counter review by the Community Development Department staff. Over-the-Counter review is summarized as follows:
 - 1. Who May Apply: Property owner or authorized representative.
 - 2. Where to Submit: Community Development Department staff.
 - 3. How to Submit: In-person, by email or online.
 - 4. When to Submit: Workdays, minimum one hour before closing as applicable.
 - 5. What to Submit: Application forms and supplemental materials addressing the applicable sections of this Manual.
 - 6. Outcomes:
 - a. **Approved: Building permit is issued.**
 - b. **Deferred: Additional information/clarification required to be submitted.**
 - c. **Denied: Applicant may reapply with a compliant application.**
- b. **Application Requirements.** Applications shall be submitted on forms provided by the Community Development Department and accompanied with the required fee.
- c. **Review Procedure.**
 - 1. Applications for Over-the-Counter Review are reviewed by Community Development Department for completeness. Staff may require additional information from the applicant for evaluation of the application under this Manual.
 - 2. Written decisions (approval, denial or deferred) are issued by the Community Development Department within 3 business days.
 - 3. These submittals may require on-site review from Community Development Department staff prior to the issuance of a Building Permit.
- d. **Criteria.** Applications for Type 1 Over-the-Counter review may be granted only upon finding the application conforms to all of the applicable requirements of Sections 3 or 4 as appropriate. Where a request for Over-the-Counter review does not meet one or more of the criteria, it shall be returned to the applicant for revision by the applicant and/or re-submittal.
- e. **Expiration of Design Review Approval.** Approval is valid for 1 year from the date of such approval. If construction/demolition has not begun within that time frame, a new application must be made, and all previous fees and deposits will be forfeited.

Section 6.03 **Type 2A: Administrative Review**

- a. **Type.** The project types listed in Section 6, Table 1 (located at the end of this section), as Type 2A shall be processed by the Design Committee. The review process for Type 2A Administrative Reviews is summarized as follows:
 - 1. Who May Apply: Property owner or authorized representative.
 - 2. Where to Submit: Community Development Department staff.
 - 3. How to Submit: In-person, by email or online.

4. When to Submit: Business days (M-F), a minimum one hour before closing, as applicable.
5. What to Submit: Appropriate application form(s). One set of drawings, plans and fees.
6. Outcomes: Type 2A projects will receive a decision within 7 business days upon receipt of a completed application. Decision outcome will be one of the following:
 - a. **Approved/Approved with Conditions: Building permit will be issued within 2 business days following the decision.**
 - b. **Deferred: More information is required or referred to a Type 2B review.**
 - c. **Denied : Applicant may reapply for a Type 2B re-review.**
- b. **Application Requirements.** Applications shall be submitted on forms provided by the Community Development Department and accompanied with the required fee. Samples of paint and stain on the materials on which they will be used, roofing and other proposed materials are to be provided by the applicant unless special arrangements are made through the Community Development Department.
- c. **Criteria.** Applications for Type 2A review shall conform to all of the applicable requirements of Section 3 or Section 4 as appropriate.
- d. **Review Procedure.**
 1. Applications for a Type 2A Review are first checked for completeness by Community Development Department staff. Staff may require additional information from the applicant for evaluation of the application under this Manual.
 2. For a Type 2A review, a designated Design Committee member or members, subject to appropriate documentation for record purposes, reviews the application and determines whether it should be reviewed by the full Design Committee as a Type 2B review pursuant to Section 6.04.
 3. If referred for a Type 2B review, the application will be reviewed by the Design Committee according to the provisions of Section 6.04.
 4. The Community Development Department will notify the applicant of the decision by the Design Committee. Applicant attendance will be at the request of the Design Committee to attend the non-agenda portion of the meeting. Applicants will be notified by email of the outcome of any Type 2A administrative decision within 3 business days.
- e. **Expiration of Design Review Approval.** Approval is valid for 1 year from the date of such approval. If construction/demolition has not begun within that time frame, a new application shall be submitted, including new forms, plans and fees for review. Previous review fee will be forfeited.

Section 6.04 Type 2B: Full Design Committee Administrative Review

- a. **Type.** The project types listed in Section 6, Table 1 (located at the end of this section), as Type 2B shall be processed by the Design Committee. The review process for Type 2B, Full Design Committee Administrative Reviews is summarized as follows:
 1. Who May Apply: Property owner or authorized representative.
 2. Where to Submit: Community Development Department staff.
 3. How to Submit: In-person or by email.
 4. When to Submit: Business days (M-F), a minimum 48-hours prior to next scheduled Design Committee meeting.
 5. What to Submit: Appropriate application form(s). One set of drawings, plans and fees.
 6. Type 2B projects will be reviewed as a non-agenda item after the end of the next Design Committee meeting.
 7. Outcomes:
 - a. **Approved/Approved with Conditions: Applicants will be notified by email of the outcome of any Type 2B decision.**
 - b. **Deferred: Submit new forms and revise drawings for a Type 2B review.**
 - c. **Denials may be appealed. See Appeals in Section 6.08.**
 8. Full Design Committee Type 2B Administrative Reviews will be conducted following the regular meeting agenda items. Applicant attendance will be at the request of the Design Committee.
- b. **Application Requirements.** Applications shall be submitted on forms provided by the Community Development Department and accompanied with the required fee and one set of plans. Samples of paint, roofing, and other proposed materials are to be provided by the applicant unless special arrangements are made through the Community Development Department.

- c. **Criteria.** Applications for Type 2B review shall conform to all of the applicable requirements of Section 3 or Section 4 as appropriate.
- d. **Review Procedure.**
 - 1. Applications for a Type 2B Review are first checked for completeness by Community Development Department staff. Staff may require additional information from the applicant for evaluation of the application under this Manual.
 - 2. For a Type 2B review, the application will be reviewed by the Design Committee as a non-agenda item at the close of the next scheduled Design Committee meeting unless neighbor notification is requested by the Design Committee, that will cause the application to be placed on the next available Design Committee agenda.
 - 3. The Community Development Department staff will notify the applicant of the decision by the Design Committee. Applicant attendance will be at the request of Design Committee. Applicants will be notified by email of the outcome of any Type 2B administrative decision within 3 business days.
- e. **Expiration of Design Review Approval.** Approval is valid for 1 year from the date of such approval. If construction/demolition has not begun within that time frame, a new application shall be submitted, including new forms, plans and fees for review. Previous review fee will be forfeited.

Section 6.05 Type 3: Full Design Committee Review

- a. **Decisions of the Design Committee on applications for Full Design Review** shall be made in scheduled meetings on agenda items only. Anonymous comments will not be considered by the Design Committee in their rendering of a project submittal decision. The review process for Type 3 Full Design Review is for all projects as listed in Section 6, Table 1 (located at the end of this section), or for any project otherwise not listed. The review process for a Type 3 review is summarized as follows:
 - 1. **Who May Apply:** Property owner or authorized representative.
 - 2. **How to Submit:** In person or email.
 - 3. **Where to Submit:** Community Development Department.
 - 4. **When to Submit:** By 12 noon, minimum of 15 days prior to the Design Committee meeting. Refer to the submittal deadline calendar on the SROA website.
 - 5. **What to Submit:** Appropriate Application Form(s). Three sets of drawings with the information required by the application form(s) and associated fees.
 - 6. **Outcomes:** For both Preliminary and Final Review as applicable.
 - a. **Approved/Approved with Conditions: Satisfy conditions of approval or appeal subject to Section 6.08. Once all conditions of approval have been satisfied, and after a 10-day waiting period has expired, a building permit can be issued.**
 - b. **Deferred: More information or requested revisions to the application are required.**
 - c. **Denied: Redesign and resubmit as a Type 3 Review. Only final submittal decisions may be appealed subject to Section 6.08.**
- b. **Preliminary Review.** All Type 3 projects that are greater than 600 square feet, new construction and additions higher than 21 feet tall require Preliminary Review. However, for Type 2B projects that were referred for Type 3 review, a Preliminary Review is not required. See submittal checklist provided by the Community Development Department for Preliminary Review submittals.
 - 1. Property pins shall be clearly located, exposed and identified prior to preliminary submittal. In any case, where the property pins cannot be found, a survey shall be performed, and the pins replaced. A record of the survey shall be submitted with the application.
 - 2. Review of preliminary plans shall be of an advisory nature. See preliminary submittal checklist document for reference on SROA's website.
 - 3. Four sets of plans (maximum size 24 in. x 36 in.) shall be submitted for Design Committee review. All plans submitted must be of a professional quality; be drawn to a recognizable scale appropriate to accurately show existing conditions; and clearly reflect the applicant's intentions. All plans shall include the required items listed on the application form(s). Reversed (copied) plans are not accepted.
 - 4. Caution should be exercised when using old plans of record or archived plans for remodels and additions. It is the applicant's and/or the owner's responsibility to ensure the accuracy of the plans and information submitted.
- c. **Full Design Review Application Requirements – for Final Review**

1. In accordance with Section 6.01.c, property pins shall be located, exposed and identified. The property shall be staked and strung, and the project dimensions outlined/delineated prior to the submittal deadline.
 2. All applications to be reviewed by the Design Committee are to be submitted through the Community Development Department. The plans, the application form(s), the construction agreement, the review fee and the construction deposit must be filed with and accepted by the Community Development Department no later than 12:00 noon of the submittal deadline date as specified by the Community Development Department.
 3. If the applicant is other than the owner, owner authorization is required.
 4. Design review applications and plans shall consist of the following:
 - a. **Four sets of plans (maximum size 24 in. x 36 in.) shall be submitted for Design Committee review. All plans submitted must be of a professional quality; be drawn to a recognizable scale appropriate to accurately show existing conditions; and clearly reflect the applicant's intentions. All plans shall include the required items listed on the application form(s). Reversed (copied) plans are not accepted.**
 - b. **All conditions of approval noted for the Preliminary Review decision shall be addressed on the final plans.**
 - c. **Caution should be exercised when using old plans of record or archived plans for remodels and additions. It is the applicant's and/or the owner's responsibility to ensure the accuracy of the plans and information submitted.**
- d. Criteria for Approval.** Applications for Type 3 review shall conform to all of the applicable requirements of Section 3 or Section 4 as appropriate.
- e. Review Procedure.**
1. Notice. The applicant and owners of property immediately adjacent to a proposed construction site will be notified when a plan is either initially submitted or resubmitted for Design Committee review. Comments concerning the project are solicited via this notification. Interested parties are welcome to review the plans online or on-site. Plans shall not be removed from site. Property owners will also be notified in the following circumstances (all notification distances are from the boundary of the tax lot for the project):
 - a. **If located within 300 feet of a proposed new home.**
 - b. **Within 100 feet of all other Type 3 projects.**
 - c. **Within 500 feet for all Multi-Residential Household projects (Section 4).**
 - d. **Within 500 feet for all Commercial, Resort And Private, Non-Residential Properties (Section 5).**Such notice shall also be advertised in the Sunriver Scene and sent via email to owners who have a registered email with SROA.
 2. Projects requiring notice as specified above will not be considered by the Design Committee until such notice requirements have been satisfied.
 3. Existing Violations.
 - a. **In the event that an applicant or property owner submits a plan to the Design Committee for approval when conditions on the property are in violation of the existing Manual or other Sunriver Rules & Regulations, except as provided by Section 2.02 Nonconforming Development, the Design Committee, upon a majority vote, shall be entitled to withhold approval of the submission pending complete correction of all violations.**
 4. Deferrals: If the application is deferred, the applicant must resubmit under the normal guidelines. If the application is deferred three times the project is considered denied.
 5. Denials: Resubmitting a substantially similar application is not allowed within a 3 year period.
 6. Withdrawal: If an applicant withdraws a proposal it will not be reviewed, and all fees will be returned. A new application will be required.
 7. Final Decision: A copy of the decision rendered by the Design Committee is final and will be mailed/mailed no more than 10 working days after the committee has rendered its decision. In the event that the applicant wishes to appeal the decision of the committee, refer to Section 6.08.
 8. Building Permit: With the exception of any Type 1, Type 2A or Type 2B administrative approvals, when an application that requires an SROA Building Permit is approved (refer to Section 6.09), the applicant must wait 10 business days from the date of the decision and have met the conditions of approval before a building permit through the Community Development Department can be issued.

- f. **Expiration of Design Review Approval.** Approval is valid for 2 years from the date of such approval. If construction/demolition has not begun within that time frame, a new application must be submitted, including new forms, plans and associated fees. Previous review fee will be forfeited.

Section 6.06 ALL TYPE 3 NON-SINGLE HOUSEHOLD DESIGN REVIEW

- a. **Community informational meeting.** A community-wide informational meeting is required prior to submitting for preliminary review to the Design Committee for new construction, remodel, and/or an addition where the total gross square footage (existing and/or new space) exceeds 8,000 square feet in area, or any project that requires Deschutes County Site Plan Review as follows:
1. Applicant Process:
 - a. **The Community Development Department will provide the applicant with suggested guidelines for the public information meeting.**
 - b. **Applicant sets the meeting date, time and Sunriver location. The meeting must be held within 180 days of submitting to the Design Committee for preliminary review.**
 - c. **The applicant prepares the meeting notification letter on a standard form provided by SROA, that briefly describes the proposed project.**
 - d. **The notice shall be postmarked at least (30 days) prior to the scheduled meeting and mailed to the following:**
 1. **All property owners within 500 feet of the nearest point of the development property boundary.**
 2. **The Community Development Department.**
 3. **The SROA General Manager.**
 4. **A proposed land use sign, that must be approved by SROA, shall be posted at the location and easily viewed from the road. The sign shall state:**
 - a. **The site may be under consideration for a SROA Design Review application and/or a Deschutes County Land Use application.**
 - b. **Include a phone number and email address where the applicant can be reached for additional information or comments, with specific dates, times and location of availability noted.**
 2. SROA notice process.
 - a. **SROA will post notices on the SROA bulletin board at the Administrative Office and the SROA website calendar. Such notice may also be advertised in the Sunriver Scene (if publishing timing permits) and SROA will email Sunriver owners for which an email address is available.**
 3. Applicant's meeting requirements.
 - a. **The applicant holds the meeting for the community as scheduled. The meeting is informational and advisory in nature. However, the applicant shall present sufficient conceptual plans and/or master plans, including a site plan, building elevations plans, and any proposed landscaping, that depicts and represents the entire proposed project and any future phases being contemplated. Audience requests and comments will not be binding on the developer; however, the developer will demonstrate a good-faith effort to address concerns raised.**
 - b. **The applicant maintains a sign-up sheet to record names and addresses of all individuals who attend the meeting.**
 - c. **Applicant shall provide the Community Development Department with the list of attendees at the time of preliminary application.**
 - d. **Following the community meeting, the applicant is then permitted to submit for preliminary review by the Design Committee. If preliminary plans are not submitted to the committee within 180 days of the community meeting, the applicant will be required to hold another informational community meeting prior to submitting an application to the committee. A summary of any comments received at the community meeting shall be submitted with the preliminary review application.**
- b. **Master Plan.** A Master Plan is required for the development of all undeveloped sites, re-developed sites, or projects including single structures that exceed 8,000 gross square feet in area. A Master Plan shall include the following components as applicable or as otherwise approved by the Design Committee:
1. **An overall conceptual property development plan showing all current and known future phases of development, including proposed timing for development.**

2. A comprehensive architectural design plan showing (including but not limited to) all building elevations, proposed paint colors/schemes, siding materials and roof materials intended to provide a consistent property development theme.
3. A site-specific plan showing all existing and proposed structures, parking areas, driveways, adjacent roads, adjacent pedestrian/bicycle pathways, on-site pedestrian ways, bike parking, utility and public facility locations, trash facilities, snow storage areas, natural features and landscaped areas.
4. For any proposed structure or phase of development part of an approved Master Plan, subsequent Master Plan review and approval shall not be required as long as it can be demonstrated that the structure or phase of development is consistent with the previously approved Master Plan and such previous approval was within the past 5 years.

c. Review by Design Committee.

1. Both Preliminary and Final Review by the Design Committee is required pursuant to Section 6.05 b. and c. of this Manual.
2. If applicable, a copy of the Deschutes County final review and decision shall be submitted with the application for the Design Committee Final Review.
3. Final Review shall be conducted by the full Design Committee during a scheduled meeting.

d. Criteria for Approval. Applications for Type 3 review shall conform to all of the applicable requirements of Section 3 or Section 4 as appropriate.

e. Expiration of Design Review Approval. Approval is valid for 2 years from the date of such approval. If construction/demolition has not begun within that time frame, a new application shall be submitted, including new forms, plans and fees. Previous review fee will be forfeited.

Section 6.07 Sign Review

a. Approval Required; Procedure.

1. Written approval by the Design Committee must be granted prior to the erection, alteration or relocation of any sign. Applications for signage shall be made in writing to the Design Committee and shall demonstrate conformance with all applicable provisions of Section 4.02 of this Manual. For additional sign application processes see Section 6.03.
2. Sign removal shall be ordered by SROA for any sign in violation of this Manual and/or erected without prior approval. The order to remove any signs shall be issued in writing stating the specific reasons, with a stated period of time for compliance. Failure to comply within the stated period contained in such written notice shall result in removal of the sign at the expense of the property owner.

Section 6.08 Review and Appeal

a. Reconsideration of Administrative Design Review Decision. An applicant for a Type 2A or 2B Administrative Design Review and Type 3 Full Design Committee Review may submit a written request for re-review of the decision for review by the full Design Committee not more than 10 days after the decision. A request for re-review is required prior to submitting for an appeal as provided in Section 6.08 b. Such re-review shall be subject to the same criteria as the original review and shall be conducted as a Type 3 Full Design Committee review procedures as specified in Section 6.05.

b. Appeal. All appealable decisions of the Design Committee shall be appealed pursuant to the provisions of Section 8.05 of the Consolidated Plan

c. The following decisions are not appealable: Paint Colors, Deferrals, and Preliminary project submittals.

Section 6.09 Building Permits

a. Construction Agreement Required. The construction agreement signed by the owner of record must be on file prior to issuance of the building permit. Any ownership change prior to receiving final inspection approval must be submitted in writing to the Community Development Department. In the event that a change in ownership occurs, new construction agreements signed by the new owners and new construction deposits must be submitted once the new owners take possession of the property. Failure to comply with this rule may result in a work stoppage and/or fine. A current permit must be kept on file until the project is completed and has received final inspection approval.

- b. **Display Building Permit Required.** After approval of final plans, when work is ready to commence, a building permit shall be obtained from the Community Development Department and be prominently displayed at the job site prior to commencement of any construction or demolition/preparation activity, including the removal of any vegetation. Commencing construction prior to obtaining a building permit and displaying it at the job site is prohibited and may result in work stoppage and/or a fine.
- c. **Permit Expiration.** Building permits are valid for the time periods specified in Section 6, Table 1, of this Manual. The Community Development Department may allow a permit extension for painting, paving and landscaping between November 1 and June 1 of the following year for reasons of inclement weather.
- d. **Final Inspection Required.** A final inspection shall be requested by either the owner, contractor or authorized representative upon completion of construction is defined as follows: the project is in accordance with all applicable rules, including all conditions of approval and items noted in any previous final inspection report(s).
 - 1. **Right of Entry.** Per section 11.05 of the Consolidated Plan of Sunriver, "The Administrator of Sunriver or his duly designated agent may at any reasonable time, and from time to time at reasonable intervals, enter upon any property within Sunriver for the purpose of determining whether or not the use of such property or any improvement thereon is then in compliance with the Consolidated Plan of Sunriver or any Sunriver Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the unit owner or occupant of such parcel.
- e. **Deposit Forfeit and Penalty.** If, after expiration of the building permit and any extension thereof, the project is not completed in accordance with the Design Committee approval, the construction deposit may be forfeited, and the owner may be subject to a fine along with any other enforcement action necessary to bring the project into compliance

APPENDIX A DEFINITIONS OF MANUAL TERMS

- **Accent:** shingled gable ends and exposed timber elements of the structure.
- **Administrative Review:** a review of application materials conducted by a Design Committee member or members outside of a regularly scheduled public meeting agenda. This may or may not include the presence of the applicant at the sole discretion of the Design Committee.
- **Affixed:** any item or structure that is attached to a wall or location on the ground with permanent/semi-permanent armature so that it cannot be readily moved or brought indoors when not in use.
- **Aggregate:** a material comprised of a loosely compacted mass of fragments, such as crushed rock.
- **Alteration:** the act of or result of a substantive change to a physical structure to an improvement from that that was originally approved.
- **Arbors, Pergolas & Trellises:** a structure usually consisting of parallel colonnades supporting an open roof of girders and cross rafters.
- **Awning:** a sheet of fabric or other material supported by a static frame that is permanently/semi-permanently affixed to a surface for the purpose of screening sun, rain or to otherwise provide protection or be a shelter from the elements.
- **Berm:** a small rise or hill in a landscape that is intended to buffer or visually screen certain aspect of development, such as a patio, deck, windows or driveway.
- **Backlit sign:** a sign face affixed to a cabinet that contains internally enclosed bulbs or lighting elements so as to allow the sign face to be lit while containing ambient light.
- **Compatible:** a harmonious relationship between multiple elements that allows them to exist in a consistent manner with no or minimal conflict.
- **Complete:** a project that has finished all aspects of proposed and approved construction and fulfilled all required conditions of approval.
- **Complement:** to add to or complete by adding something that enhances a design or element of design.
- **Contrast:** the state of being strikingly different to another feature or design element that is in close proximity or juxtaposed.
- **Construction:** the physical act of converting a site or otherwise developing an approved plan to erect a physical feature or improvement.
- **Covered:** a defined area, such as a deck, patio, porch (including only the portion thereof), over which a physical feature that provides protection from the elements is extended.
- **Decorative ornamentation:** elements or features of a design that are present only or primarily for the enhancement of the aesthetics of a development and offer no or little functional value.
- **Deferred decision:** an action that does not include a final determination of approval or denial for lack of appropriate information from which such decision can be made and requests additional information to provide a basis for a final decision.
- **Design Excellence:** integrity in the use of materials and acknowledgment of surroundings to achieve the highest architectural and landscape design standard.
- **Encroachment:** an extension across a defined boundary or otherwise into an area for which a separate set of development standards or regulations apply.
- **Excessive:** exceeding what is usual, necessary or normal.
- **Expansion:** an addition that enlarges or extends beyond the bounds of the original design.
- **Fascia:** a wooden board or other flat piece of material lying below the low end of a roof, deck, etc., that typically covers rafters and/or joists.
- **Floor Area Ratio:** a measurement of a structure's floor area in relation to the size of the lot/parcel that the structure is located on. .
- **Floor Area:** The total floor area contained within a structure measured to the external face of the external walls, excluding open vaulted space above the first floor.
- **Footprint:** the horizontal area of a building within the enclosed walls extending vertically from the foundation but excluding eave overhangs and other features not covered by a roof, such as unsheltered steps, porches, patios or decks.
- **Full Design Committee Review:** a review of application materials conducted by the entire Design Committee present during a regularly scheduled public meeting agenda.
- **Grade (original and final):** means the vertical location of the ground surface. Original grade means the existing condition of the elevation of the ground surface or the natural grade prior to grading, placement of fill, or the excavation or removal of earth from the site. Final grade means the completed/finished grade of the site after all clearing and grading

has been completed that conforms to an approved clearing/grading or development plan.

- **Grading:** the excavation and movement of earthen material on a site, including fill/removal of such material, to alter the original grade and natural topography.
- **Hardscape:** the non-living, non-vegetative elements of a development, such as concrete, pavers, wood, or stone used for driveways or walkways.
- **House body:** all siding surfaces of the structure.
- **Ladder Fuels Reduction Plan:** The Sunriver Ladder Fuels Reduction (LFR) Plan establishes guidelines, that apply to all Sunriver Owners Association (SROA) owned property and privately owned property. Created in 1995, the implementation of these guidelines was made mandatory for all properties in Sunriver in 1996 (Section 4.01 of the Sunriver Rules & Regulations) and has been periodically revised to reflect evolving wildfire science, best practices, and legislative standards. The Sunriver LFR Plan contains guidelines that are consistent with achieving the three goals of the National Cohesive Wildland Fire Management Strategy: resilient landscapes, fire-adapted communities, and safe and effective wildfire response.
- **Like for Like:** a replacement item of the same type and value as the existing or previous with no major differences between the two.
- **Lot Coverage:** all areas of a platted lot or parcel covered by buildings (as defined by building footprints) and other structures with surfaces greater than 12 inches above the finished grade, but including the portions of porches, patios, and decks covered with fixed benches, as well as carports and balconies. Eaves are not included in lot coverage.
- **Lot Lines:** The property line bounding a lot.
 - **Front Lot Line:** The lot line separating the lot from the lane on which the lot is located and that is intended to provide access to the lot.
 - **Side Lot Line:** Side lot line is any lot line other than the front or rear.
 - **Rear Lot Line:** For square and rectangular shaped lots, the rear lot line is the lot line opposite and most distant from the front lot line. In the case of an irregular, triangular or uniquely shaped lot, the Design Committee will determine which lines are defined as the rear.
- **Maintenance:** to cause or to permit the continuation of existence by allowing the preservation and care for a structure, improvement, or area to such an extent that it remains attractive, safe and presentable and carries out the purpose for which it was installed, constructed or required.
- **Mass:** The expanse and bulk of the main parts of a structure.
- **Modification:** the act of or result of a limited change to a physical structure or an improvement from that which was originally approved.
- **Non-conforming:** a structure that was approved (record of SROA Design Review approval) in its current state and has continued in such state without alteration but does not conform to the current Design Manual standards.
- **Outdoor storage area:** an unroofed location enclosed on all sides for storage of household goods.
- **Over-the-Counter Review:** a review of application materials conducted by SROA Community Development Department staff without input from the Design Committee.
- **Pavement edge zone:** the three-foot portion, that commences at the pavement edge and extends toward the Property Line Zone. In those instances, where the pavement edge is less than 3 feet from the property line, the pavement edge zone shall extend beyond the property line to maintain the 3 foot separation between the pavement edge and any landscaping improvements.
- **Property line zone:** the portion of right-of-way that commences at the applicant's front property line and extends to within 3 feet of the pavement edge zone.
- **Project perimeter:** the approved footprint of the proposed structure or defined project area; may include the footing of a structure or defined location of other on-site fixtures.
- **Repair:** to fix or mend damage by physical means to return to the original or similar functional state.
- **Replacement:** an object of the same or different design that takes the place of another in entirety to achieve the same purpose and function and is consistent with the original approval even if non-conforming.
- **Ridge height:** the tallest point of a building; this can include the peak of a roof where two roof areas intersect as measured in a straight vertical line from the existing grade.
- **Road right-of-way:** the portion of the private way owned by the SROA which is divided into two zones: Property Line Zone and Pavement edge zone.
- **Shielded (completely, partially):** to prevent from being seen. Completely shielded means to obscure from all view from all angles. Partially shielded means to obscure from view from most angles but allowing some degree of visibility.
- **Signs:** sign types are defined as follows:

Board Book Section

“F”

Other Business

Results of Informal Recycle Center Survey

The results of the survey are included in your materials. Director Murray will elaborate at the meeting.

SUNRIVER RECYCLING CENTER USE SURVEY

Dec 2023/Jan 2024

| | <u>Number</u> | <u>Percent</u> |
|---|---------------|----------------|
| Total Owner or Local Residents Responses | 83 | 100.00% |
| Sunriver Owner | 43 | 51.81% |
| Full Time | 20 | 24.10% |
| Part Time | 23 | 27.71% |
| All Other Local Residents (DRRH, Spring River, Lazy River, River Meadows, Caldera) | 40 | 48.19% |

Response from Owners and Local Residents

| | <u>Yes</u> | <u>No</u> |
|--------------------------------------|------------|-----------|
| Subscribe to/Use Side-Yard Recycling | 12 | 31 |

| | <u>No Room</u> | <u>Cost</u> | <u>Other</u> |
|--|----------------|-------------|--------------|
| Obstacles to Using Side-Yard Recycling | 3 | 2 | 5 |

| | <u>Weekly</u> | <u>2x per Week</u> | <u>Monthly</u> | <u>2/3 x per Month</u> | <u>Occasionally</u> |
|---------------------|---------------|--------------------|----------------|------------------------|---------------------|
| Depot Use Frequency | 14 | 4 | 17 | 5 | 4 |

| | <u>Put in Trash</u> | <u>Transfer Station</u> | <u>Side Yard</u> | <u>Not Sure</u> | <u>Take Home</u> |
|---|---------------------|-------------------------|------------------|-----------------|------------------|
| If the depot is discontinued, what would you do with recyclables? | 13 | 33 | 5 | 4 | 1 |

Response from Guests

| | <u>Number</u> |
|-----------------------------|---------------|
| Number of Guests Responding | 19 |

| | <u>Yes</u> | <u>No</u> |
|----------------------------------|------------|-----------|
| Subscribe to Side-Yard Recycling | 3 | 4 |

| | <u>No Room</u> | <u>Cost</u> |
|--|----------------|-------------|
| Obstacles to Using Side-Yard Recycling | 3 | 4 |

| | <u>Put in Trash</u> | <u>Transfer Station</u> | <u>Side Yard</u> | <u>Not Sure</u> | <u>Take Home</u> |
|---|---------------------|-------------------------|------------------|-----------------|------------------|
| If the depot is discontinued, what would you do with recyclables? | 5 | 3 | 1 | 2 | 4 |

RECYCLING IN SUNRIVER**DATE:** _____**SUNRIVER OWNER?** Full-time ___ Part-time ___ **GUEST/RENTER:** Yes ___ No ___**AREA RESIDENT?** DRRH ___ OWW 1-2 ___ Spring River ___ Fall River ___ Lazy River ___
Vandevert/Blue River ___ Crosswater ___ Caldera ___ Other _____**DO YOU SUBSCRIBE TO SIDE-YARD RECYCLING AT YOUR SUNRIVER HOME?** Yes ___ No ___**HOW OFTEN?** Weekly ___ Regularly ___ Occasionally ___ Infrequently ___**PRIMARY MATERIALS YOU RECYCLE AT HOME:**

Glass ___ Paper/Cardboard ___ Aluminum ___ Plastics ___ Other _____

OBSTACLES TO USING SIDE-YARD RECYCLING: Can size ___ No Room ___ Cost ___ Other _____**DEPOT USE FREQUENCY:** Weekly ___ 2x Week ___ Monthly ___ 2-3x Month ___ Quarterly ___**PRIMARY MATERIALS YOU RECYCLE AT THE DEPOT:**

Glass ___ Paper/Cardboard ___ Aluminum ___ Plastics ___ Other _____

IF THE DEPOT WAS DISCONTINUED, WHAT WOULD YOU DO WITH YOUR RECYCLABLES?

Put in Trash ___ Take to Bend/La Pine Transfer Stations ___

RECYCLING IN SUNRIVER**DATE:** _____**SUNRIVER OWNER?** Full-time ___ Part-time ___ **GUEST/RENTER:** Yes ___ No ___**AREA RESIDENT?** DRRH ___ OWW 1-2 ___ Spring River ___ Fall River ___ Lazy River ___
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IF THE DEPOT WAS DISCONTINUED, WHAT WOULD YOU DO WITH YOUR RECYCLABLES?

Put in Trash ___ Take to Bend/La Pine Transfer Stations ___

Board Book Section

“G”

Executive Session

There will be the need for an Executive Session on Friday to discuss a legal matter.

SECTION "H" OWNER INPUT

James Lewis

From: Edward Pitera <ewpitera25@gmail.com>
Sent: Monday, January 15, 2024 12:37 PM
To: Gerhard Beenen; Clark Pederson; Mark Murray; James Lewis
Cc: Kathy Brown; Cathie Corsaro; Michael Angelo Corsaro; Tom & Annie Jackman; Pat; Abby Preston; Jared Preston; Chuck & Marla Swenson
Subject: In Support of An Onsite Recycling User Survey
Attachments: SROA Recycle Update Final 12192019.pdf

CAUTION: This email originated from outside of SROA! Do not click links or open attachments unless you recognize the sender and know the content is safe! If you are unsure, verify with the sender by phone.

We recently viewed the videos of the Board meetings on December 15 and 16, 2023. We appreciate the time you devoted to a discussion of the Recycling Depot on 16 December (Ref.1 elapsed time ~16:20 to 22:37). We understand SROA is proceeding with a survey of vehicles showing up at the Recycling Depot. As the nearest neighbors impacted by the Recycle Depot we feel we have relevant observations of the way people use the Depot that should be considered in SROA's development and execution of a credible survey. An example is the monthly tonnage data for the Depot (Ref. 2). This 2018/2019 information shows how much the usage can vary from month to month. It also shows the tonnage is highest in the mid to late summer. The reported usage is 300% higher in July than in February. We urge the Board to ensure the survey is representative of the time the Depot is open, the users, and is free of sampling bias.

Representativeness: The Depot is open about 3900 hours a year. Summer hours can extend to approximately 10:00 pm. Users have been heard breaking glass late into the evening and in the early morning. Holidays can be a special case. The Board's approach appears to be centered around "... effectively what you have to do is you know go out there and quote unquote random days for a couple hours and sit there and ask who's coming..." (Ref. 1 starting at ~18:46) and extending the survey "...you probably have to do it throughout the course of several months because it probably changes and winter versus the spring versus summer..." (Ref. 1 starting at ~18:58).

Please state how SROA is going to ensure a representative sampling of users over all weekdays, weekends, and holidays i.e. over the 3900 hours the Depot is open.

Sampling Bias: From our observations over the years, the users vary significantly throughout the day. As a group, observations include pickup trucks with cardboard loads on their ladder racks in the morning hours; property manager service vehicles with commingled materials, glass, and cardboard later in the morning to mid day; and folks in personal vehicles who appear to be retirees towards midday. Please capture a representative mix of users in your survey and avoid biasing the results by sampling a limited number of user groups.

Somewhat separately is the issue of material harvesters. These folks should be included in the survey. They reflect who is using the Depot. We do not know how to handle this sensitive issue but suggest you have instructions for the survey takers on how SROA wants to communicate with these users. Folks observed in this user group range from middle aged to elderly individuals to teams of 3 young men retrieving aluminum containers from the recycling bins. These observations tended to be late in the afternoon and on weekends. Note(s): Harvesters may be reluctant to retrieve materials if someone is monitoring the area. Please record how the other users of the Depot are reacting to the harvesters.

Of particular concern to us near neighbors is noise from the Depot. The objectionable noises come from glass banging on the bin walls or as it hits a pile of glass, glass breaking as it is dropped into bins, Cascade Disposal's trucks bringing and removing bins, and the sheer number of vehicles drawn to the Depot. Please include noise issues in your survey. Be sure to capture the noise from changing out the bins as well as glass breaking. The changing out of bins typically takes

place before 8:00 a.m. and as early as 6 in the morning. NIOSH offers an easy to use cell phone sound level meter. It is available via the Apple App Store. The data, if properly taken, could give SROA a better sense of the impact of the Depot.

If the Board is considering keeping a recycling depot, a gate/key card entry system - like those at Mary McCallum Park and the Boat Launch - is needed. This would provide better security for SROA assets than the current wide open unsupervised facility and would be more in line with the expressed desires of the Sunriver owners (Ref. 3). An alternative is an automated license plate reading system (ALPR). One system from Flock Safety appears to be available as a service for about \$2500 per month and a \$650 installation fee. A downside is the need for depot users to register their vehicles with SROA to clearly identify them as authorized users of the facility. An alternative is to link the system with the Sunriver police who appear to be considering ALPRs for the entrances to Sunriver. This would also be a way to address illegal dumping at the depot.

In the future as a matter of member courtesy, it would be best if SROA includes input of near neighbors early on in any issues/development/redevelopment of the SROA campus.

Thank you for paying attention to the many issues raised by SROA's Recycling Depot.

Sincerely,

Ed & Patty Pitera, 25 Quelah Lane

Cosignatories:

Kathy & Marty Brown 9 Quelah Lane

Michael & Cathie Corsaro 18 Quelah Lane

Chuck & Marla Swenson 19 Quelah Lane

Annie & Tom Jackman 21 Quelah Lane

Abby & Jared Preston 21 Quelah Lane

Ref. 1 Board Meeting December 16, 2023 <https://www.youtube.com/watch?v=d9umriBhGJo>.

Ref. 2 New Waste Recycling Facility - Information Gathering; Letter to Board of Directors; Edward W. Pitera; December 19, 2019 (reference attached. Note data source is Deschutes County, 9 December 2019).

Ref. 3 Sunriver Owners Association Recycling Survey, December 21, 2020. "Overall survey participants are more supportive of an owners only facility, 71% said they would prefer a Recycling Center for only Sunriver and Guests." Page 2; On the question on accessibility, 82% 1526 respondents favored "Accessible to only Sunriver owners and guests" Page 5.

To:
Board of Directors
Sunriver Owners Association

From:
Edward W. Pitera
4382 NW Honeysuckle Dr
Corvallis, Oregon 97330

cc (e-mail only): Hugh Palcic, Mark Smith

Mailing address:
PO Box 3278
Sunriver, OR 97707

Sunriver Residence:
25 Quelah Lane
Sunriver, Oregon 97707

December 19, 2019

Subject: New Waste Recycling Facility - Information Gathering

Thank you for delaying the vote on the proposed \$750,000 New Recycling Center 60 days. The first 30 days of the delay has afforded the opportunity to:

- Begin fleshing out what at least some residents want to see in a recycling program;
- Survey some property management firms on their recycling practices;
- Have an informal conversation with representatives of Cascade Disposal and Deschutes County to discuss their needs and perceptions;
- Review County provided monthly data on recyclables tonnage collected and the frequency of truck trips needed to haul away the recyclables;
- Listen to SROA's Mark Smith explain how diverse the occupancy of properties is;
- Look at how the existing facility functions and identify opportunities for incremental improvements to current operations.

The information gathering was targeted at what services we want (pick-up or drop-off or combination thereof), how can they be accomplished, how big a central drop-off needs to be, and what is the traffic/road use impact.

No new information on the fundamental questions of should SROA be in the waste management business and should we be hosting a recycling facility open to the county was gathered.

My interpretation of what I have heard over the past month is:

- Residents and property managers "want to recycle - it's the right thing to do";
- The current "central drop-off" or "central depot system" works for many people and not at all for some;
- A home pickup approach that engages property managers would likely draw in more recyclables;
- How to handle having side-yard containers has to be worked out. Potential approaches range from there is no container nor action needed (the homeowner uses a central drop-off), to standalone acceptably colored carts, to only using containers that fit in existing privacy enclosures, to voluntarily modifying enclosures, to modifying enclosures when the property is sold. (obviously the Design Committee needs to be engaged on this topic);
- Sunriver's community run recycling center collected 455 tons of recyclables this past year. This is significantly more material than the 338 tons collected at the Scene's reportedly benchmark commercial facility in an industrial park in Sisters;

- The peak period for recycling in Sunriver is July thru September averaging over 50 tons per month or about a third of what is collect all year (see attached chart);
- There is no data on how much comes from outside Sunriver;
- With the current large 30 cubic yard recycling boxes, July thru September also produces the most truck traffic averaging about 40 trucks per month i.e. about 2 per weekday. If the New Recycling Facility is approved, more frequent trips but in smaller trucks would be needed;
- Clear information on the number of households that could take advantage of the recycling center over the course of a year is not available from existing SROA surveys;
- Incremental improvements to the effectiveness and safe operation of the existing facility can be made now. (These suggestions have been sent separately to SROA's Mark Smith.)

In summary, there seems to be a lot of information to be gathered, evaluated, sorted into useful recycling alternatives, and communicated to property owners before a vote is taken on the proposed New Recycling Center. Given the month to month variability in usage, a 12 to 14 month monitoring and study period may be needed to develop a data driven recycling plan for Sunriver that meets our needs and considers the needs / capabilities of the County and the disposal company. From what I have heard from other residents and my own experience in another venue, the monitoring is best done by controlling access to the current facility and employing a paid monitoring person to ensure only recyclables are dropped off, gather information on usage by residents, and ensure timely hauler pickups.

Based on the above, I urge the Board delay the community vote on the announced New Recycling Center until a sounder basis for the expenditure can be established.

Thank you in advance for your willingness to hear from property owners.

Respectfully,


Edward W. Pitera

P.S.

The performance of the Recycling Center over Thanksgiving 2019 was great! SROA's Public Works staff and Cascade Disposal should be complemented.

Attachments:

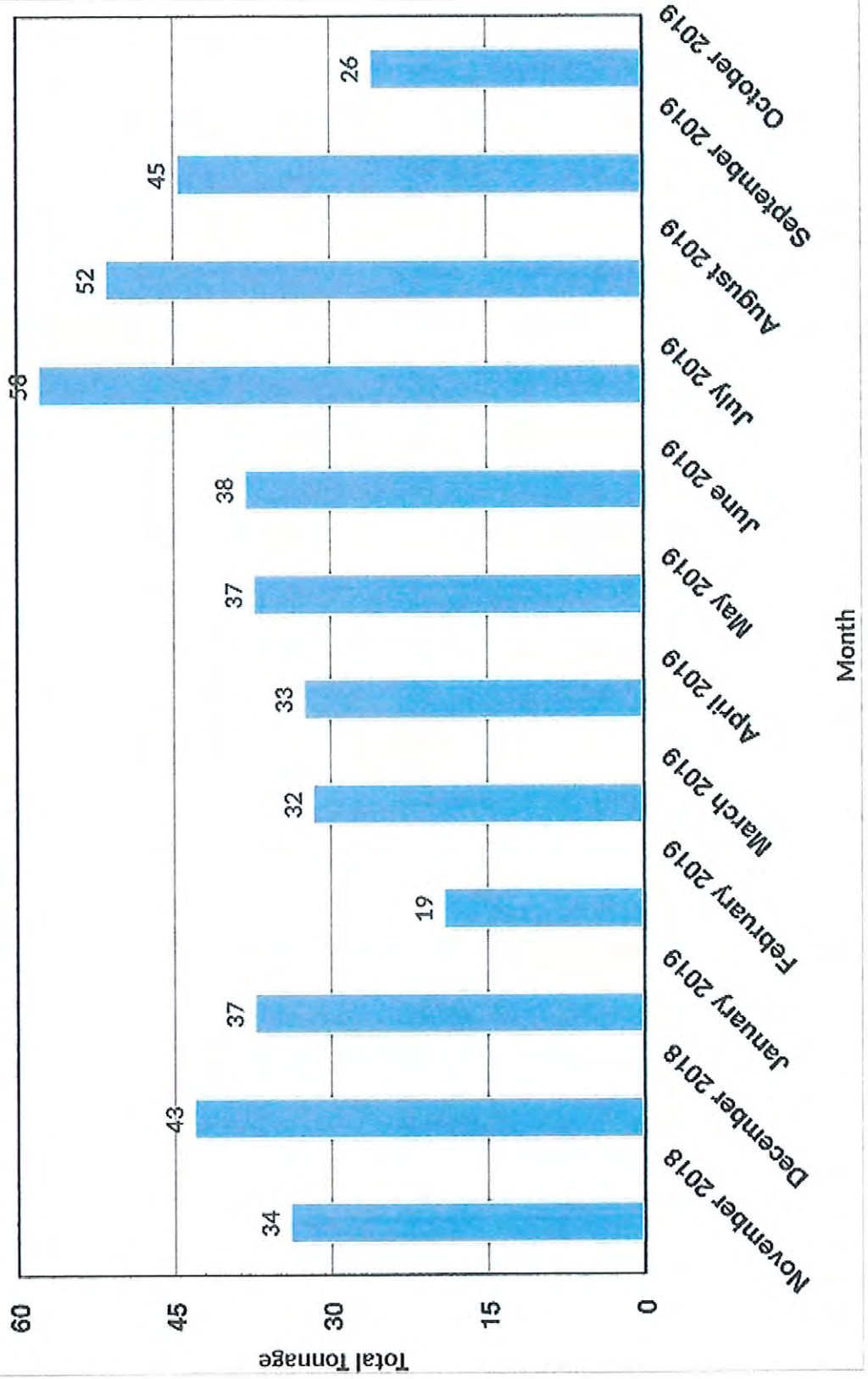
Historical Tonnage Chart

Historical Haul Count Chart

Sunriver

Source: Deschutes County 9 Dec 2019

Historical Total Tonnage per Month - Commingle & Glass + OCC



Sunriver

Source: Deschutes County 2/19 Dec 2019

