RESIDENTIAL AREAS

ASSOCIATION POLICIES AND PROCEDURES

BRASADA RANCH™

BRASADA RANCH RESIDENTIAL OWNERS ASSOCIATION

(MASTER ASSOCIATION)

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ASSOCIATION POLICIES AND PROCEDURES
FOR THE
BRASADA RANCH RESIDENTIAL OWNERS ASSOCIATION

To maximize the use and enjoyment of your community, the following Policies and Procedures have been established for all Brasada Ranch Residential Owners and their guests or other invitees. This statement of Master Association Policies and Procedures is intended to familiarize you with the concept of the Ranch Community, to summarize some of the important aspects of the Master Association, and to inform you of certain additional rules and regulations adopted by the Board of Directors when they approved this statement for issuance. These policies supplement the Declaration of Covenants, Conditions, Restrictions and Easements for Brasada Ranch Residential Areas ("Residential Declaration") but do not change your obligations as an Owner under either the Residential Declaration or the other Governing Instruments. Please keep in mind these policies were approved at the time of printing and that they may be amended from time to time by the Board of Directors for Brasada Ranch Residential Owners Association.

Definitions

To assist you in reading the Policies, the legal terms used in the Residential Declaration have been dispensed with here in favor of plainer language. The context should make the meaning clear. To the extent there is any conflict between any provision of these Policies and any provision of the Residential Declaration, the provisions of the Residential Declaration shall control.

General Information

Membership in the Residential Owners Association

As an owner of any residential property interest within Brasada Ranch, you are automatically a member of the Brasada Ranch Residential Owners Association, also referred to as the “Master Association”. As an owner of property within a specified “neighborhood”, you will also receive a statement of the policies and procedures for that neighborhood which are in addition to the Master Association Policies and Procedures stated in this document.

Association Neighborhoods

A “Neighborhood” may be established by the developer to identify discrete types of development, use or ownership within Brasada Ranch. At this time, one such neighborhood has been designated for the “Ranch Cabins” and this neighborhood is known as Sage Canyons at Brasada Ranch. All other residential areas within Brasada Ranch, including the Sage Canyons Neighborhood, are managed by the Brasada Ranch Residential Owners Association Board of Directors.
Your Board of Directors
The Master Association has a director election system designed for a smooth transition from a developer-managed association to an owner-managed association. As certain milestones are reached for development and sale of residential properties authorized by the Master Plan, the composition of the Board of Directors will transition from the initial developer-appointed three-member Board to the eventual seven-member Board composed of directors elected by the Owners.

Design Review Committee
The Residential Declaration establishes the Design Review Committee ("Committee") to assure quality of workmanship and materials, harmony of external design with existing improvements and as to location, topography and finished grade elevations. The Committee has jurisdiction over all new construction, rehabilitation, remodeling or major repairs to any improvement built on residential property within Brasada Ranch, except for that work done by the Declarant (aka "Developer") as initial construction. If you contemplate constructing, repairing, remodeling, or rehabilitating any improvements located in Brasada Ranch, including any landscaping improvements or changes, you are required to submit an application for such work to the Committee prior to commencing any work.

The Committee may also require that the exterior finish and color and the architectural style or character shall be such as in their discretion may be deemed suitable. In the case of any homesites adjoining the Golf Course, the Committee will submit the plans to the Golf Course Owner for review and approval. If rejected by the Golf Course Owner, the Committee will similarly reject the plans.

Contact the Design Review Committee at 541-504-3223 to obtain the most current copy of the Design Guidelines and to discuss any questions you or your design professional may have.

Brasada Ranch Community Improvements
The Declarant has recorded a Declaration of Covenants and Easements for Brasada Ranch Community Improvements which designates and provides for the use, maintenance and operation of those community improvements which are deemed to provide a community-wide benefit to all property and uses within Brasada Ranch. At the time of adoption of these Policies, the designated Community Improvements include the roadway from Alfalfa Road to the Ranch Headquarters, as well as certain main Ranch entry features, fields and related improvements.

Features of Your Ranch Community

Roadway System
Roads within the Residential Areas are designated for use by residential owners and are maintained and repaired as needed by the Master Association. Funds for this work are generated by the annual assessments on all residential properties annexed to the Master Association. Residential roadways are located behind the controlled access locations or gates. The main entrance roadway from Alfalfa Road to the Ranch Headquarters where Club and commercial facilities are located is designated for use by all property owners within Brasada Ranch and is maintained and repaired as
needed by the Community Council. Funds for this work are generated by annual assessments paid to the Community Council.

Certain roadways within Brasada Ranch may be designated by the Community Council or the Master Association as restricted access for safety or security purposes. Please observe all posted restricted access signs.

**Recreational Pathways**

A network of recreational pathways is or will be owned by the Master Association and they travel throughout the Brasada Ranch Community. Please note that these pathways may be used by all members of the Master Association. As an owner and member of the Master Association, you have access to all recreational pathways. In addition to other policies for use contained in this document, please be advised that parking of vehicles is strictly prohibited on all recreational pathways. Funds for the maintenance and repair of these pathways are generated from annual assessments paid to the Master Association.

**The Club at Brasada Ranch**

The Brasada Club Corporation, doing business as The Club at Brasada Ranch, is or will be the owner of the 18-hole golf course known as Brasada Canyons Golf Course and the related facilities including a practice range, pro shop and clubhouse. *Privately owned golf carts are not allowed at anytime on or around the golf courses.* In addition, the Club has completed the Athletic Club facilities which include indoor and outdoor swimming pools. Access to all Club Facilities is governed by the Club Membership Plan, and those facilities are managed pursuant to the Club’s Rules and Regulations. Please refer to the Club membership documents for complete information on rules for facility use. The Association Board of Directors reminds all property owners that, as stated in the Residential Declaration, access to the golf course is only permitted through entry points designated by the Golf Course Owner. *No Owner may access any portion of the Golf Course from any adjacent residential property.*

Membership in the Club is required for access to any Club facilities, and all residential property owners within Brasada Ranch hold at least an Athletic Club Membership. Please contact the Club membership office for full details on golf membership opportunities and related privileges.

**Miscellaneous Policies and Procedures**

**Restricted Use Areas**

Brasada Ranch contains several areas owned or managed by the Master Association, Community Council, Developer, or utility companies which are not generally available to Owners. These include agricultural fields, water wells and reservoir, waste water treatment plant, power substation, maintenance facilities, and the Central Oregon Irrigation District canals. From time to time, additional areas may be added to this category. For safety reasons, these areas are not available for your use.
Restricted Activities

Dangerous or unlawful substances may not be stored, introduced or used within Brasada Ranch. All obnoxious or offensive activities are prohibited. In addition, you are required to control noise in all of your activities and to monitor your children so that you do not disturb other residents of the Community.

Fire Danger

Fire danger is a constant concern in this dry climate. Cigarette butts or any other burning materials must be completely extinguished and carefully discarded in an appropriate trash facility. No fireworks are allowed at anytime or at any location within Brasada Ranch. For the safety of owners, guests and the wildlife, as well as preservation of the Community's natural beauty, this policy will be strictly enforced.

Pets

Only dogs, cats, and other generally recognized household pets as may be approved by Association Board of Directors may be kept in the Brasada Ranch Community. Household pets are not allowed to roam the Community unattended, and all pets shall be kept on a leash at all times while off an Owner’s lot, and then only on a leash no longer than six (6) feet for a fixed length leash or up to a maximum of fifteen (15) feet (when extended) if a retractable leash, one end of which is held in the owner’s hand.

Pet owners are responsible for the prompt removal of their pet’s waste anywhere within Brasada Ranch, including their own property. The areas where animals are kept on a homesite must be kept clean, sanitary and reasonably free of refuse, insects and waste at all times. Incessant barking or howling of a dog or other noise caused by a pet that is clearly audible will be considered a nuisance. Compliance with these rules shall be determined by the Master Association at its sole discretion. An Owner may be required to remove a pet upon receipt of a third notice in writing from the Board for violation of any rule, regulation or restriction governing pets within Brasada Ranch. However, nothing in these Policies or the Governing Documents will prevent the Master Association from requiring the removal of any animal immediately, without prior and repeated notices that presents an actual threat to health or safety of persons within the Ranch.

Pets are absolutely forbidden at any time on the Golf Course. The Golf Course Owner (the Club at Brasada Ranch) will strictly enforce its rules in this regard, including requiring the removal of any animal immediately. The Association Board of Directors will cooperate with the Golf Course to enforce its restrictions to the fullest extent possible.

Safe Speeds

For safety reasons, the Master Association and Community Council may post from time to time speed limits in the various areas of the Ranch. The speed limit within Brasada Ranch is 24 miles per hour, unless otherwise posted. Owners and guests are responsible for observing and abiding by all posted speed limits at all times. Posted speed limits will be enforced by the Association using a variety of methods including, but not limited to, issuing citations for which fines will be assessed. The issuing of citations and assessment of fines for speed limit violations has been pre-approved by the Board of Directors as provided in the Fine Procedure attached as “Exhibit B”. Please abide by the posted speed limit at all times to encourage maintaining a safe community. Under the Master
Declaration, Owners are responsible for their lessees, invitees, contractors, family members and other persons entering the property under rights derived from the Owner. Accordingly, citations issued to such persons will result in fines assessed against the Owner to the extent not paid by the violator.

Parking and Vehicle Restrictions

No mobile home, recreational vehicle (including campers), snowmobiles, all terrain vehicles, dirt bikes and other vehicles designed primarily for off-road use, commercial vehicles, any vehicles exceeding 9,000 pounds in gross vehicle weight, any trailer of any kind, any truck with a rated load capacity greater than one ton, or any boat, must be kept, placed, maintained or parked in enclosed garages or screened from view in a manner approved by the Design Review Committee. Upon request by an owner for purposes of temporary parking for loading and unloading recreational vehicles, the Association will issue an outdoor parking permit good for up to 48 hours. No such vehicles may be occupied for residential purposes while located within the Branch.

The Association recognizes the occasional need for vehicle parking within the street right-of-way to accommodate social events and gatherings at homes. Notify the Safety Services Department in advance of such events to coordinate your parking needs. Parking of vehicles on the streets for more than 6 hours at a time, however, is prohibited, and no vehicles shall be parked on streets between the hours of 2:00 A.M. and 7:00 A.M. At no time will vehicles be allowed to park on bike paths or on turf or other landscaped areas bordering streets. If express written permission is granted by the Design Review Committee, certain contractor vehicles may be permitted from time to time to park on streets for periods of no more than 9 hours at a time and only during hours allowed for construction activity.

Any vehicle found in violation of these restrictions is subject to towing by the Association at the Owner’s expense, which cost may be assessed as an Individual Assessment as provided in the Residential Declaration.

To preserve the natural setting and environmental values of Brasada Ranch, the use of non-street licensed motorized scooters, snowmobiles, off-road vehicles, over-sized vehicles or trucks, or any noisy operated vehicles or devices is not permitted anywhere within the Community. Further, to promote safety of all Owners and guests, golf carts are not allowed on paths (other than golf carts specifically allowed on golf course paths by the golf course owner) or on roads anywhere within Brasada Ranch.

Recreational Pathways

There is a network of paved and soft surface recreational pathways within Brasada Ranch designed for recreational purposes and enjoyment, however, pathways are not necessarily available for pedestrians and bicyclists within and around all neighborhoods throughout the Ranch. Pedestrians and bicyclists must use extreme caution when sharing a roadway with vehicles, and for safety reasons, are strongly encouraged to enjoy the recreational paths, where available. Please keep in mind the recreational pathways available for pedestrians and bicyclists do not include the golf course pathways, which are strictly limited to golf course use as determined by the Club. The Club currently permits joint use of certain golf course pathways by golf course carts and maintenance vehicles along with pedestrians, limited to the Trestle Path and the access paths to the
Club practice range. This joint use is restricted to pedestrians only, meaning bicycles must be walked, and the pathways for permitted joint use are clearly signed as such. Pedestrians must use extreme caution when sharing any joint use pathways and obey all posted Club signage. The Club may discontinue this shared use of Club pathways at any time in its sole discretion.

Bicycles are an enjoyable way to enjoy the Ranch. Bicycles must, however, be kept on the paved pathways or connecting paved roads at all times. Bicycles are expressly prohibited anywhere on the golf course, driving range or other grassy areas. Skateboards and in-line skating activities are allowed on the paved bike paths only, and prohibited for use on paved walkways fronting and connecting residential units, in parking lots, on roadways, and at the entrances to buildings. These limitations are directed at separating cars from skaters and skateboarders, and keeping the activity restricted to appropriate surfaces. Neither motorized scooters nor golf carts are allowed on recreational paths or roadways with the exception of golf carts specifically allowed on golf course paths by the golf course owner.

Soliciting

No soliciting is permitted at any time by any person including, but not limited to, an Owner, or guest, invitee, or contractor of an Owner, or member of the general public within the boundaries of Brasada Ranch.

Firearms

The discharge of firearms within Brasada Ranch is expressly forbidden. Any firearms brought into the community must be unloaded.

Power Tools

No power tools which cause interference with television reception shall be used within Brasada Ranch unless the prior written consent of the Design Review Committee has been obtained.

Debris and Outside Storage

All refuse containers, wood piles, and other storage areas must be obscured from view of neighboring property, and trash cans, recycle bins, and other containers shall be allowed to be set out only during the days on which rubbish is collected and after 9:00 P.M. of the preceding evening. Tarps used for covering firewood or other uses which are visible from streets, the golf course or neighboring property are not permitted. No rubbish, trash or garbage shall be allowed to accumulate on any portion of the property within Brasada Ranch. Any storage building or improvement requires approval of the DRC prior to construction or installation.

Recreational Equipment

The Residential Declaration restricts the installation of playground, athletic or recreational equipment or structures, including without limitation, basketball backboards, hoops and related supporting structures, on any property in view from any street, sidewalk or Common Area within the Brasada Ranch. Consult with and obtain approval from the DRC with regard to any such equipment prior to installation.
**Antenna and Exterior Appliances**

No towers, antenna, aerials or other facilities for the reception or transmission of radio or television broadcasts shall be erected or maintained on any portion of the property within Brasada Ranch Residential Areas, unless approved by the Master Association Board of Directors. The Board of Directors has approved the installation of exterior satellite dishes not exceeding 18” in diameter, subject to Design Review Committee approval regarding location.

**Landscaping and General Maintenance**

Landscaping which conforms to the approved landscaping plans shall be installed on each residential property within one year after the issuance of a certificate of occupancy for the property and shall be in compliance with all sod and planting limitations and tree preservation guidelines as established by the Design Review Committee. You must keep all shrubs, trees, grass and plantings on your property neatly trimmed, properly cultivated and free of trash, weeds including, but not limited to, noxious weeds, and other unsightly materials. At a minimum, owners are obligated to comply with Crook County weed abatement requirements with regard to noxious weeds, and additional policies may be adopted by the Association from time to time in this regard. Each owner is also responsible to regularly clear all storm drainage inlets and maintain the capacity and flow of all storm drainage improvements, including, but not limited to, culverts under driveways, drainage swales and any other surface drainage improvements situated on the owner’s homesite and/or installed by owner. The Design Review Committee office may be contacted for additional information.

**Temporary Structures**

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used as living quarters, either on a temporary or permanent basis.

**Mailboxes, Newspaper Receptacles**

Mail delivery by the U.S. Postal Service is made to a central post office box location at the Brasada Ranch Headquarters on Brasada Ranch Road. Neither mailboxes nor newspaper receptacles are allowed to be placed on lots or units within Brasada Ranch Residential Areas. If a newspaper carrier delivers to residences, delivery must be made directly to the home front entrance, walkway or driveway.

**Exterior Lighting**

Exterior lighting is subject to prior approval of the Design Review Committee, and is restricted in any event to low-voltage decorative systems which are in compliance with County regulations. Seasonal or holiday lighting is permitted provided it is removed within 30 days of the celebrated holiday. The Association Board, in its sole discretion, may require shielding or limit the hours of use for any lighting determined to create an annoyance to neighboring properties.

**Signs**

As provided in the Residential Declaration, no signs of any kind are allowed in any location on a homesite or unit (including, but not limited to, signs displayed in windows) with the exception of certain traffic or directional signs, designated street number signs approved by the Design Review Committee and, during the construction period, one construction job site sign.
approved by the DRC. The Association Board has approved the temporary placement of a directional “open house” sign as provided in the attached “Exhibit A”.

Preservation of Property

Owners must take reasonable care to not destroy, damage or unnecessarily disturb the natural vegetation or wildlife on the property.

Lease or Rental of Residential Units

Except for rentals of Sage Canyons Overnight Lodging Units subject to the Supplemental Declaration Annexing Phase 1 of Sage Canyons to Brasada Ranch Residential Areas dated October 6, 2005, as amended, or the Supplemental Declaration Annexing Phase 2 of Sage Canyons to Brasada Ranch Residential Areas dated October 26, 2006, all leases or rentals of a Residential Unit that are for a month-to-month tenancy or for a term of 30 days or more shall be by written lease agreement, which shall provide that the terms of such lease shall be subject in all respects to the provisions of the Residential Declaration, the Association Bylaws and the Association Policies and Procedures (the “Governing Documents”), and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Each Owner electing to rent his or her Unit shall submit a copy of the lease agreement with the prospective renter or lessee to the Board of Directors or its managing agent. If the Board of Directors finds that a lessee or tenant has violated any provision of the Governing Documents, the Board of Directors may require the Unit Owner to terminate such lease or rental agreement.

Enforcement of the Policies and Procedures

The Brasada Ranch Residential Owners Association requires all Owners and their guests to adhere to the requirements set forth in the Residential Declaration, the Association Bylaws, and these Policies and Procedures. To assist the Board of Directors in the enforcement of the provisions of these documents, the Board has delegated enforcement authority to the Manager. The “Manager” as used herein is Brasada Ranch Management, LLC and its employees and agents. Any Owner or guest who has been advised by the Manager that they are in violation of the Association Policies and Procedures or the Residential Declaration or Association Bylaws shall immediately cease the activity which was found to be in violation.

If any owner or his guest, after being notified by the Manager that they are in violation of these governing documents, fails to comply with the Manager's direction, the matter will be referred to the Association Board for consideration of enforcement action and the Manager may also assess such fines or assessments for violations or noncompliance matters as are pre-approved by the Board as provided in the attached “Exhibit B”. If fines or penalties are assessed for noncompliance, the Owner against whom such action is proposed to be taken has the right to appear before the Association Board of Directors to contest such action, all as provided in the Association Bylaws.

Owners and their guests may not abuse any of Manager’s employees, verbally or otherwise. All service employees are under the supervision of the Manager and no Owner or guest shall reprimand or discipline any employee. Any employee not rendering courteous and prompt service should be reported to the Manager.
CONTACT INFORMATION:

Brasada Ranch Management, LLC, John Wells, 541-526-6815, johnw@brasada.com

Owner / Guest Services  541-526-6831 (24 hours)

ATTACHMENTS:

Exhibit A – Open House Sign Waiver

Exhibit B – Fine Procedure and Schedule