



Association of Unit Owners of Ranch Cabins

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Rules and Regulations of Ranch Cabins

Section 1 - Authority

1.1 These Rules and Regulations are authorized and governed by Bylaws of the Association of Unit Owners of Ranch Cabins, Article VII, Item 5.(b) which states; “...*the Board of Directors from time to time may adapt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the condominium property.*”

1.2 The Bylaws further specify these Rules and Regulations “...*may be modified by vote of not less than seventy percent (70%) of unit owners present in person or by proxy, at a meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration.*”

1.3 The Sunriver Rules and Regulations of the Sunriver Homeowners Assoc (SROA) are applicable to Ranch Cabins, and by this reference is incorporated into these Rules. Ranch Cabins may enforce SROA Rules whether or not the rule is repeated herein.

Section 2 - Enforcement

2.1 The Board of Directors has the sole authority to enforce these Rules and Regulations. It may delegate courtesy and warning letters, but monetary fines and other enforcement actions must be approved by a Board majority vote. Such Board action shall generally be in Executive Session, by any means deemed acceptable by all Board members, including email, teleconference, or other remote meeting method.

2.2 First Violation – A letter shall be sent to the owner of record by email, 1st Class US Mail, or both, which identifies the specific rule or regulation being violated, describes the violation in sufficient detail, and specifies the corrective action necessary or expected, and the time period allowed for compliance, which may be immediate when appropriate.

2.3 Failure to Comply, Continued or Repeat Violation – Fine A, as designated in Section 9, shall be assessed upon the unit. An invoice of such assessment shall be sent by 1st Class US Mail along with a notice which identifies the specific rule or regulation being violated, describes the violation in sufficient detail, and specifies the corrective action necessary or expected, and the time period allowed for compliance. If the violation is promptly addressed to the satisfaction of the Board, the Board may, but is not obligated to waive the fine.

2.4 Third Violation, Failure to Comply or Continued Violation beyond time specified for compliance in first fine assessment – Fine B (designated in Section 9) shall be assessed upon the unit. An invoice of such assessment shall be sent by 1st Class US Mail along with a notice which identifies the specific rule or regulation being violated, describes the violation in sufficient detail, and specifies the corrective action necessary or expected, and the time period allowed for compliance.

2.5 Fourth and Subsequent Violations – the fine for a fourth violation shall be Fine C. The maximum fine shall double thereafter such that the fifth violation will up to twice Fine C, the sixth up to four times Fine C, and so on.

2.6 Such fines, if unpaid, shall double each 30 days they remain unpaid. If such fines remain unpaid, the Board may pursue foreclosure to collect unpaid assessments.

27 Appeal – an owner may appeal a violation by giving written notice to the Board of Directors within the time specified by the Board for compliance. At the owner’s discretion, the appeal may be made in written form, or by a meeting. If by meeting, the Board at its discretion may chose an in-person or virtual format, so long as all parties may view and hear all other parties (such as Zoom or Team meetings). The Board shall hear and rule on such appeal as expediently as possible, and shall not require payment of fines until such appeal is decided.

Section 3 - Parking and Vehicles

3.1 Parking and operation of vehicles shall be only on paved surfaces to avoid damage to non-paved areas. (SROA 2.02A). Parking areas are designed for head-in or back-in use, as opposed to parallel style parking.

3.2 No Reserved Parking – no parking space may be reserved for the exclusive use of a cabin. Courtesy suggests utilizing available spaces nearest your cabin and avoid spaces which would be logically convenient to other cabin units.

3.3 RVs/Utility/Inoperable Vehicles – no recreational vehicle, utility vehicle, trailer of any type, boat, commercial vehicle, or inoperable vehicle may be parked within Ranch Cabins for a period exceeding 48 hours in a seven (7) day period in accordance with SROA 2.02 E, F, and G. For purpose of this Rule, “Inoperable Vehicle” shall be any vehicle which has a mechanical defect which prevents operation, or is not displaying current license tabs, or has not moved for a period of twenty-one (21) days. Camper vans and pick-up campers which do not exceed 24 ft in overall length shall not be treated as an RV for purpose of this Rule, so long as its use is exclusively as transportation (in place of a car) and not as a sleeping accommodation.

Section 4 - Use of Common Areas

4.1 Common Areas – all grounds outside of the foundation lines of cabin and decks are considered common areas for the enjoyment of all Ranch Cabin Owners.

4.2 Tents –Use of tents and camping is also prohibited by SROA 4.07.

Section 5 - Pool

5.1 Pool Use – the pool is for the exclusive use of Unit Owners and guests. Guests generally include renters while occupying a Ranch Cabin, but not guests of guests staying elsewhere.

5.2 Hours – the pool is generally open Memorial Day through Labor Day approximately 10am to 9pm. However, the pool may be closed or restricted without notice for conditions related to equipment failures, sanitation, safety, health regulations, or other judgement of the Board of Directors, Property Manager, or Pool Contractor.

5.3 Overlock – The overlock or means of “closing” the pool may not be removed except by a Board Member, Property Manager, or Pool Contractor, or their delegates who are provided the code, key, or other means of properly removing the overlock.

5.4 Gate Code –Disclosure of pool gate code to unauthorized persons may result in interruption or suspension of pool access. Do not open the pool gate for persons who do not have their own keypad code.

5.5 Posted Pool Rules – owners and their guests must comply with all posted pool rules, including but not limited to supervision of children, prohibitions on glass within pool area, and diapering of infants.

5.6 In the sole discretion of the Board, violation of rules under this Pool section may result in denial of pool access in addition to or in place of fines outlined in the Enforcement section.

Section 6 – Firewood & Fireplace Use

6.1 Prohibited Storage during Wildfire Season - In compliance with SROA Ladder Fuel Reduction Plan Section 3.1.15, firewood may not be stored within 20 feet of a cabin from June 1st to Nov 1st unless fully enclosed within a structure. During such period, owners may neatly stack firewood in places periodically designated by the Board; currently between the north pool fence and the Circle 4 rail fence, and along the Circle 4 rail fence north of RC 23. Violation of this rule may result in immediate removal and disposal of the fire wood, in addition or in place of other enforcement action.

6.2 Maximum Volume - Maximum is One Half Cord of wood which is 64 cubic feet and commonly referenced as 4 ft high x 4 ft deep x 4 ft long. However, firewood suitable for Ranch Cabin fireplaces is typically 16 inches long. Other dimensions of a half cord are:

4' x 6' x 2 rows of 16" pieces

5' x 5' x 2 rows of 16" pieces

Maximum Volume does not include wood stored entirely enclosed and out of sight.

Violation of this rule may result in excess volume being removed and disposed of, in addition or in place of other enforcement action.

6.3 Wood Rack Required - Wood must be stored in a rack with sturdy metal up-rights. A cover is not required, but if used, must be a made-for-purpose fitted cover rather than a tarp.

6.4 Frequency of Use - Wood burning fireplace, woodstove, pellet stove, or similar appliance shall be used occasionally for aesthetic enjoyment only. Use as a primary heat source, or any other use which is more than occasional is prohibited due to the adverse impact of frequent wood smoke on neighboring cabins.

Generally speaking, fire burning shall be consistent in frequency and duration to that of other cabins. For purposes of this rule, burning of fires for greater than 10 hours in a 24 hour period on consecutive days, or more than 8 out of any 14 day period shall not be considered "consistent in frequency and duration" and may, at the Board's discretion, be deemed a violation of this rule.

Fire burning is prohibited on any day which the temperature is forecasted or reaches 90 degrees or higher, as reported by the National Weather Service (NOAA) for zip code 97707.

6.5 Chimney Cleaning – Owners are responsible for routine cleaning of the fireplace chimney. The Board may request evidence of chimney cleaning on a periodic basis.

Section 7 - Design Review

7.1 When Design Review Is Required – any exterior change requires approval of the Board of Directors through the Design Review process. Exterior changes include but are not limited to change as minor as a light fixture or as major as a structure addition. There are no "pre-approved" exterior changes, although there are several consistent standards the Board will apply in most situations.

7.2 General Approach: there are 39 cabins in 6 floorplans arranged on a 6 acre site. The cabins were built to have a similarity of appearance. Maintaining that similarity of appearance is the overwhelming top consideration in design review, followed by analysis of the impact on neighboring cabins, if any, and whether an undesirable precedent would be established or if a past precedent had been established. Each decision must be able to be applied fairly to all, yet accommodate each unique situation.

7.3 Guidelines for Common Projects – to the extent reasonable, the Board will endeavor to follow these guidelines when reviewing submissions:

- a. Decks – generally speaking, the Board will approve rear deck extensions of up to 24 inches beyond the foundation line in each direction. Composite, plastic, "Trex" or similar non-wood materials have been routinely rejected. Cedar, fir, and redwood are the preferred decking materials. Stain is not required, but if used is typically approved if a natural or clear tone.

- b. Use of Commons – the sum of all expansions of decks, sheds, patios, and other private uses beyond the original footprint of the cabin shall be limited to 144 square feet. Use of Commons in excess of the 144 square feet will require compensation to other owners in an amount determined by the Board, if it is considered at all.
- c. Windows – the original craftsmen windows consist of a wood frame and molding which hold a replaceable glass pane or thermos-pane unit. The Board has approved wood-frame and metal frame replacements which mimic the frame dimensions and color of the original windows, and to the extent possible, the casement opening style. Every project is considered on its own merits and circumstances. The commonly used criterion is consistency of appearance to the original.
- d. Patio Doors – the original sliding patio doors have a bronzed metal frame. Doors with the same appearance are readily available on the market. A wood-framed sliding door which had very similar frame width dimension to the original sliding doors has been approved before.
- e. Front Door - original doors are metal clad and painted brown. Doors with a large window have been approved in the past and future approvals will seek consistent appearance and frame dimension with those already in place. Non-glass portions of the door would necessarily need to be painted brown to match others.
- f. Sheds – sheds are considered on a case by case basis.
- g. Exterior Colors – the exterior paint colors shall be as determined by the Board subject to a pattern which seeks a roughly even distribution of the three cabin colors and minimize duplication of the same color on adjacent cabins. Trim and door colors shall be as determined by the Board. Exterior changes which require repaint or touch-up are the responsibility of the owner and must be completed in a timely manner.
- h. Exterior Utilities, Conduit, Wires, Cable, Pipes, etc. – attachment of any pipe, conduit, cord, cable, wire, utility, or similar to the exterior siding is prohibited except for (1) a gas line routed tightly along the foundation at the base of the siding painted the same color as the siding, (2) internet/TV cable extending vertically from ground not more than 4 ft, (3) as allowed in guidance for air conditioners/heat pumps. Such utilities should be routed within walls or the interior of cabin.
- i. Exterior Air Conditioners and Heat Pumps – installation of exterior air conditioners and heat pumps are considered on a case by case basis considering visual and noise impact on nearby units. The following minimum guidelines will generally apply:
- (1) Exterior unit shall have a manufacturers specification of 71 decibels or less.
 - (2) Location must be that which impacts neighboring units the least.
 - (3) Coolant lines attached to the exterior of the cabin may not exceed 4 ft length and may only be run horizontally, not more than 24 inches above grade, and enclosed in a cover painted to match cabin.
 - (4) Electrical conduit if attached to the exterior of the cabin shall not exceed 4 ft in length and shall run horizontally except as necessary to reach connection points on A/C unit. Electrical components attached to the cabin wall such as switches, disconnects, junction boxes shall be primed and painted to match cabin color.
 - (5) Unit will have a screening enclosure no larger than necessary to meet manufactures specification, and 32” to 36” high. Framing material to be treated 2x4 lumber, exterior to be cedar siding of exact match to cabin walls, corner trim to be cedar of exact match to cabin corners, a top cap shall be 2x6 material, ideally beveled or given a slight angle to shed rain. Design should include a gate or allow removal of the sides with minimal effort to service the a/c unit. All surfaces shall be primed and painted in the cabin body color including interior of enclosure. (Enclosure may be attached to shed or garbage enclosure)
 - (6) A roof is discouraged, but if considered must have metal roofing visually the same as existing cabin roof.
 - (7) If installation impacts lawn sprinkler coverage, the unit owner will reimburse the Association for costs of sprinkler modifications to be performed only by Association’s sprinkler contractor.

(8) All installations shall be in accordance with the applicable building code and SROA regulations. Project must be completed, including painting, within a reasonably expedient time period from the project's beginning.

- 7.4 Cabins painted on or after October 2024 will be one of these standard Sherwin Williams colors using Sherwin Williams Woodscapes Exterior Stain – Flat Sheen:
- Light green: SW 6158 Sawdust
 - Dark green: SW 6166 Eclipse
 - Light brown: SW 9108 Double Latte
 - Dark brown: SW 6144 Dapper Tan

Section 8 - Financial and Communications

8.1 Assessments are due quarterly on January 1st, April 1st, July 1st, and October 1st . Assessments are due whether or not the Association has provided an Invoice, Statement, or other notification.

8.2 A 3% Discount may be taken for payment of the full calendar year's assessments by January 15th.

8.3 Delinquency: A Late Fee of \$25 plus 1.5% of the outstanding balance will be applied on the 15th day of delinquency and each subsequent month or portion thereof until paid in full.

8.4 Additional penalty for Chronic Delinquency: If the same owner falls into the category (60 days past due) more than once in a two year period, they will be charged \$100 for the second offense, \$200 for the 3rd offence and the fee will increase by \$100 for each additional offense. Once the account has had no 60 day delinquencies for a 24 month period the penalty will revert back to \$100, and begin again as described. That is, upon the second incident of a 60 day delinquency (or a single delinquency extending 120 days), a penalty fee of \$100 shall apply. For each subsequent 60 day delinquency or continuation of the same delinquency an additional penalty of \$200 shall apply, and increase by \$100 for each additional 60 day period of delinquency or continuation of delinquency. The amount of the fee shall be calculated in this manner whether or not previous penalties had been assessed.

8.5 Lien and Foreclosure: If assessments are not paid when due, the Association may pursue foreclosure and sale of the unit. This involves recording of the lien provided by ORS 100 on the deed of the unit, and ultimately a sale by the Sheriff to the highest bidder. The process is conducted by the Association's attorney with all costs being charged to the unit owner, and/or deducted from the sale proceeds in addition to the fees described above. Foreclosure may be initiated for any dollar amount and as soon as the first day of delinquency.

8.6 Online Payment – ~~online payment utilizing a checking account transfer (no credit/debit card payments) is available for a \$10 fee, which is invoiced and payable with the next assessment due. The fee is waived for Annual payments made prior to Jan 15th. Online payments post the same day and can be a means to avoid a late fee.~~ As of Jan 1, 2024 online payment fee is waived.

8.7 Transfer Fee – a fee of \$200 shall apply to any transfer of unit ownership to cover administrative costs.

8.8 Website – www.RanchCabins.org is maintained on behalf of the Board of Directors and seeks to provide relevant information to unit owners, prospective buyers, and to a lesser degree, the general public.

8.9 Email – SRRanchCabins@gmail.com is the official email address of the Association. Most communications are conducted by email, including invoices, meeting notices, and general communications.

8.10 Address – 18160 Cottonwood PMB 165, Sunriver, OR 97707 is the official address of the Association.

Section 9 - Summary of Fees

9.1 Summary of Fees and Charges

- Assessments – refer to separate communication (typically annually in December)
- 2.2 Fine A – up to \$100 (Failure to Comply/Second Violation)
 - 2.3 Fine B – up to \$500 (Failure to Comply/Third Violation)
 - 2.4 Fine C – up to \$1,000 (Failure to Comply/Fourth Violation) Subsequent violations double prior fine.
 - 8.2 Discount for Annual Payment of Assessments by Jan 15 – 3%
 - 8.3 Late Fee for Assessment unpaid 15 days after due date - \$25 + 1.5% each month delinquent
 - 8.4 Chronic Delinquency - \$100 each offense, increasing by \$100 each delinquency
 - 8.6 Online Payment Fee - waived
 - 8.7 Transfer Fee (transfer of ownership/sale) - \$200

Enacted by the Board of Directors 10/30/2022, Revised 10/5/2024