



## AFFIRMATIONS

I/We hereby affirm the following:

1. That I/We have received copies of the following documents via email links to [www.treefarmbend.com](http://www.treefarmbend.com) :
  - A. Declaration of Covenants, Conditions, Restrictions and Easements (CCRs) for The Tree Farm and Bylaws for The Tree Farm Homeowners Association
  - B. The Tree Farm Design Guidelines
  - C. Copy of the preliminary plat of The Tree Farm
  - D. Summary of Deschutes County Septic Site Evaluation Approvals
  - E. Copy of the approved 2017 The Tree Farm Homeowners Association Budget
2. I /We acknowledge that there will be a Homeowners Association that collects monthly dues for operating and reserve funds.
3. I/We have made a personal on-site inspection of Homesite # \_\_\_\_\_ of The Tree Farm, which is the homesite I/We plan to buy.
4. I/We acknowledge that all Homesites are subject to public utility easements (P.U.E.), public access easements (P.A.E.), storm water drainage easements (S.D.E.), slope easements (SL.E), and City of Bend water easement (W.E.) as shown on the preliminary plat.
5. I/We acknowledge that Homesites 8-14 and 32-36 are adjacent to vacant land to the north and Homesite 37 is adjacent to vacant land to the east. Any or all of the foregoing vacant land may be developed in the future.
6. I/We acknowledge that Homesites 1-7 and 15-25 are situated on a ridge above adjacent vacant land to the south/east that is identified as land to be annexed into the City of Bend through the current Urban Growth Boundary expansion and that may be developed in the future to urban standards.
7. I/We acknowledge that Homesites 4, 5, 8 and 9 are adjacent to Sage Steppe Drive, a public road. Sage Steppe Drive will be used as an emergency access road to and through the vacant land to the south until such time as that vacant land is developed and Sage Steppe Drive connects into a future road system. Sage Steppe will eventually connect to a road system on the adjacent vacant land to the north when that vacant land is developed.
8. I/We acknowledge that Skyline Ranch Road, a county/city Collector Road, will eventually be built through Open Space Tract D as indicated on the preliminary plat. I/We further acknowledge that The Tree Farm LLC has no obligation to construction Skyline Ranch Road.

9. I/We acknowledge that driveway access will not be permitted off of Sage Steppe Drive on Homesites 4, 5, 8 and 9.
10. I/We acknowledge that Tree Farm Drive, Ridgeline Drive, Ridgeline Court, Golden Mantle Loop, and Canopy Court are all private roads with a public access easement.
11. I/We acknowledge that the paved pathway throughout The Tree Farm is within the public access easement.
12. I/We acknowledge that access off of Skyliners Road will be provided by an easement to Tree Farm Drive. This access road will become a public street when the adjacent vacant land to the east is developed.
13. I/We acknowledge that all paved and soft surface trails developed by The Tree Farm LLC are open to public access.
14. I/We acknowledge that Open Space Tracts A-N and P will be permanent open space, with the exception of the future Skyline Ranch Road alignment on Open Space Tract D noted above.
15. I/We acknowledge that Open Space Tracts J, K, L, Q, and P are all adjacent to Shevlin Park. Open Space Tract F is adjacent to the City of Bend Outback Water Facility, and Open Space Tracts B, F, G and K are adjacent to Unites States Forest Service lands.
16. I/We acknowledge that The Tree Farm LLC is working with Bend Park and Recreation District (the "District") to transfer ownership of Open Space Tracts B, F, J, L, N, Q, and P to the District.
17. I/We acknowledge that The Tree Farm LLC is working with the United States Forest Service ("USFS") to transfer ownership of Open Space Tracts G and K to USFS.
18. I/We acknowledge that Homesites 37, 39-50 are in the Deschutes County Wildlife Area Overlay Zone.
19. I/We acknowledge that The Tree Farm LLC will install a split rail fence on the Homesite along the east, south and west property lines of Homesite 50, the west/rear property line of Homesites 43-49, and the north, west, and south property line of Homesite 37. It will be each Owner's responsibility to maintain the portion of the fence located on or adjacent to such Owner's Homesite.
20. I/We acknowledge that Homesites 37, 39-50 are in the Redmond School District. Homesites 1-36 and 38 are in the Bend-LaPine School District.
21. I/We acknowledge that Open Space Tracts A, C, D, E, H, I, M will be permanent open space and common areas managed by The Tree Farm Homeowners Association (with the exception of the future Skyline Ranch Road right-of-way on Tract D).
22. I/We acknowledge that the City of Bend water system pressure is affected by elevation, the distance water is conveyed, the rate of consumption, the type and size of pipe, and other

factors. I/We understand that due to water pressure at my/our Homesite, I/we may be required to install a booster pump to meet code requirements. I/We understand that I/we should have my/our builder verify and test existing water pressure and install appropriate pipe sizes. I/we understand I/we should also verify future water pressure that may be impacted by City constructing new reservoirs or implementing any changes in the City's Master Water Plan that may require larger pipe sizes and/or a pressure pump or a pressure-reducing valve.

- 23. I/We acknowledge that The Tree Farm is located in Deschutes County and a septic system is required on each Homesite when a Residence is constructed. I/We acknowledge that I/we have been provided with a summary of septic site approvals for all homesites in The Tree Farm. The County site approval report specific to any Homesite is available upon request.
- 24. I/We acknowledge that The Tree Farm governing documents include a Wildfire Protection Management Plan and a Wildlife Habitat Management Plan, and that all Owners are obligated to comply with both Plans.
- 25. I/We acknowledge that Owners must comply with the Design Guidelines, which include specific National Fire Protection Association (NFPA) standards.
- 26. I/We acknowledge that each and every Residence built in The Tree Farm is required to have an indoor residential fire sprinkler system.
- 27. I/We acknowledge that The Tree Farm Homeowners Association and Bend Park and Recreation District management of the Open Space will be in accordance with the Wildfire Protection Management Plan and the Wildlife Habitat Management Plan, and these Open Spaces will be subject to regular fire fuels reduction work (such as thinning and mowing) as prescribed in those plans. I/We acknowledge that The Tree Farm LLC shall have no liability for such work or a failure of the Association or the District to undertake such work.
- 28. I/We acknowledge that Declarant has imposed a deed restriction on the resale of Homesites within twelve (12) months of close of escrow on the initial sale from Declarant. That deed restriction provides that if I/We wish to convey the Homesite within twelve (12) months of the date of the warranty deed, Declarant shall have the right, but not obligation, to purchase the Homesite back.
- 29. I/We acknowledge that The Tree Farm LLC is providing us with the above disclosures and it is my/our responsibility to provide a subsequent Buyer of our Residence/Homesite these same affirmations.



\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Date