

**Questions for Bryce Dille on Greyhawk View Documentation**

Questions	Answers
1. We do not believe this is an ACC Request since the impact is to Common Area not a specific lot or property, are we correct?	Yes, ACC requests are for individual lots not work on common areas.
2. The area in question is not only a common area but the slope is designated a slide hazard. The vegetation is part of the slope containment plan.	The common area in question has been designated a community park. It is not a native growth area. The slope has been designated as a hazardous slide slope and for that reason the containment of the slope is the primary concern for that area. Maintaining the health of the slope vegetation is paramount to all other considerations.
3. If it is not an ACC Request do they have the right to appeal the board decision?	All HOA board decisions are final. ACC request and fines imposed are appealable under state law only.
4. Is the original request by Benum Enterprises, Inc. through the developer to the county binding in perpetuity if all conditions are met?	The original request by Benum was for only lots number 8 through 36. Since the conditions set by the county were not met the request was never validated.
5. Were all of the conditions required by the county met, see chart?	The county set three conditions. The first was that no tree would be trimmed lower than 6 feet higher than the street curb. This condition was met. The second was that language be included in the CC&Rs that would allow for the trimming of the trees. Benum attempted to use existing language but failed because the section quoted in the CC&Rs was for an individual lot not a common area. The third condition was the requirements to cut and replace any tree that dies from direct or indirect causes of the trimming. This condition has never been met.
6. If yes then does this give them the right in perpetuity to maintain the view maintenance as long as the Greyhawk Rim homeowners meet the set conditions?	No rights were ever granted by the county since conditions set by the county were never met.
7. If no then is the county approval voided?	The county never finished the approval of the trimming that was desired and requested by Benum on behalf of the rim lots.
8. If the agreement is void can this be reinstated or would we have to go back to the county and start over?	Since the agreement is void the process to try and establish you of maintenance would require a change in the CC&R's approved by the county. This means that to change language would require a two-thirds vote by the entire silver creek community. This decision could impact all community Parks that exist within Silver Creek.

**Questions for Bryce Dille on Greyhawk View Documentation**

<p>9. If this is binding then the requirement of the county to include language in the CC&amp;Rs was met based on the response from Benum Enterprises, Inc.?</p>	<p>No their requirements were never met so this is a moot point.</p>
<p>10. Does the liability of repairing the tree damaged go to the new homeowners or does it stay with Benum Enterprises, Inc.?</p>	<p>Since no procedures were set and or repair of the damage to the forest has been conducted to go back an attempt to enforce any liability to the current homeowners would not be right.</p>
<p>11. Original request was for only some of the houses on the Rim, was the agreement in its full intent carried to the other homeowners with homes by another builder?</p>	<p>The original request was for some of the homes on the rim but since the CC&amp;Rs were never changed the original request is void.</p>
<p>12. Does the HOA board ratify the agreement by approving the view maintenance of the Rim homes and so extend the agreement to all rim homes?</p>	<p>No, the HOA Board did not have the authority to ratify a county agreement.</p>
<p>13. Does the Homeowner on the Rim have the option to opt out of this agreement and if so can it be reinstated by a new owner?</p>	<p>At this time this is a nonissue.</p>
<p>14. If a homeowner opted out are they exempt from the liabilities of damage to the trees?</p>	<p>Liability for the damage to the trees and vegetation rest with all the members of the Silver Creek Association.</p>
<p>15. If the HOA Board denies the request is this request appealable under state code?</p>	<p>No, the denial of the request by the HOA board is final.</p>
<p>16. Does the HOA have a liability for their property values reduction if the conditions are met?</p>	<p>The HOA has no liability for increases or decreases and property values. If a homeowner does not agree with what is taxed and the value of their property as set by the county that is an issue between the homeowner and the county, not the homeowners association.</p>
<p>17. Would it be ok for the HOA board to collect addition assessments for the repair of the forest from damage as a result of the view maintenance and establish a reserve for this purpose?</p>	<p>The HOA board is authorize to set assessments to recover the cost of any expenses within the community. In the case of any view maintenance this would be appropriate since these expenses would be for the benefit exclusively of some homeowners.</p>