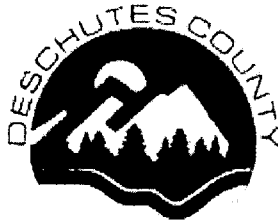




DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AWBREY POINT

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AWBREY POINT (this "Declaration") is made this 1st Day of May 2004, by Awbrey Point Development, LLC, an Oregon limited liability company, hereinafter referred to as "Declarant."

OBJECTIVES

Declarant is the owner of the real property described in Exhibit "A" and depicted on Exhibit Map A-1, (including any property annexed into the Declaration from time to time, the "Property"), attached hereto and incorporated herein by reference. Declarant intends by this Declaration to:

- (1) Impose upon the Property restrictions under a general plan of improvement for the benefit of all owners of any portion of the Property;
- (2) Provide a flexible and reasonable review process for construction within the overall development of the Property to assure a consistent and attractive development;
- (3) Create Easements, Covenants, Conditions and Restrictions to protect the value and desirability and the intended development outcome of the Property.

The Property is being developed as a medium density residential development. Except where this Declaration conflicts with any applicable government municipal regulations, this Declaration shall be binding upon the owners of all property subject to this Declaration. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable ordinance of the City of Bend or other governmental entity, the more restrictive standard or requirement shall apply.

ARTICLE 1: DEFINITIONS

- 1.1 "ARC" or "Architectural Review Committee": means the Declarant or approved successor
- 1.2 "Declarant": means Awbrey Point Development, LLC, an Oregon limited liability company, any person who succeeds to any special Declarant right and to whom all the Declarant's ownership interest in the Property is transferred, or any person, other than Owners, to whom Declarant has transferred, for purposes of resale, all of Declarant's ownership interest in Awbrey Point.
- 1.3 "Design Guidelines": means those certain Rules and Design Guidelines promulgated by Declarant and/or the ARC from time to time and applicable to Awbrey Point.
- 1.4 "Envelope": means the only area on any homesite within which a residential structure may be built.
- 1.5 "Homesite": means a residential lot platted or legally partitioned within the Property subject to this Declaration.
- 1.6 "Improvement": means every permanent structure or improvement of any kind including, but not limited to buildings, walls, driveways, parking areas, trash screens, landscaping and/or other products of construction efforts on or in respect to any property within Awbrey Point, and every exterior alteration, painting or reconstruction thereof.
- 1.7 "Living Unit": means any single family home, townhouse, condominium, rowhouse, located on a Lot and designated for occupancy, whether occupied or not.

- 1.8 "Lot": means a platted or legally partitioned lot, within Awbrey Point.
- 1.9 "Awbrey Point": means the property described on attached Exhibit A.
- 1.10 "Owner": means a person or persons, corporation or other legal entities, including Declarant, owning any lot within Awbrey Point.
- 1.11 "Street": means any street, alley, thoroughfare within or adjacent to Awbrey Point homesites and shown on any subdivision or partition map of record, whether designated thereon as street, drive, road, court, circle, way or otherwise and dedicated as a public street.

ARTICLE 2: PROPERTY SUBJECT TO THESE DECLARATIONS

2.1 General Declaration creating Awbrey Point. Declarant hereby declares that all of the real property located within the plat of Awbrey Point in Deschutes County, Oregon described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Awbrey Point run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners, and their successors in interest as set forth in this Declaration.

ARTICLE 3: ARCHITECTURAL REVIEW AND CONTROLS

3.1 Approval Required. No improvement, as defined in Section 1.6 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the ARC. Lots 1 through 36, and other lots that may be designated by the Declarant, shall be in conformance with a building site envelope established on each lot by the Declarant as described in the Awbrey Point Architectural Committee Rules and Design Guidelines. All first time owners of any lot must commence construction within one year from the date of purchase or deed title back to Declarant upon refunding of his purchase price.

3.2 Procedure. Any owner proposing to construct any improvements within Awbrey Point (including any exterior alteration, addition, destruction, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.2 through 3.6 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.2- through 3.6 below shall be deemed a breach of this Declaration.

3.3 Required Documents. Any Owner proposing to utilize, improve, or develop real property within Awbrey Point shall submit the following items, for review along with an application fee.

- (a) A site plan showing the location, size, configuration and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto).
- (b) Architectural plans and drawings showing the nature, style, and dimensions of any building, structure, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof).
- (c) A landscape plan showing the nature, type, size, location, and layout of all landscaping and site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed).

3.4 Review. All plans and drawings identified in paragraph 3.3 above, shall be submitted to Declarant for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to Declarant in an amount to be determined by Declarant from time to time. No plans shall be reviewed until the architectural review fee is paid in full and all items specified in this section are submitted. Within 30 days following receipt of such plans and drawings, and the full amount of the architectural review fee, Declarant shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for Awbrey Point. In the event the owner is not notified as to the conformity of the plans within the 30 day review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the development concept, the owner shall resubmit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.2 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3 have been approved by Declarant. Any site plans, construction plans or similar plans and drawings submitted to the City of Bend in connection with the construction of any improvement in Awbrey Point prior to written approval of Declarant is at the sole risk of the applicant.

3.5 Architectural Guidelines. The development concept for Awbrey Point shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, are essentially contained in the Architectural Rules and Design Guidelines (attached hereto). Declarant shall have the right to alter, rescind or amend any published guidelines without prior notice to any party; provided however, that once approval has been given pursuant to paragraph 3.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

3.6 Inspection. All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within Awbrey Point shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. Declarant shall have the right to inspect any such work to determine its conformity with this Declaration. In the event that it is determined in good faith by Declarant that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non conforming items shall be deemed a breach of this Declaration. The Declarant or any officer, director, employee, agent or servant of Declarant shall not be responsible for any damages, or loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 Waiver. Any condition or provision of paragraph 3.2 through 3.5 above may be waived by Declarant in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for Awbrey Point. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 3.2 through 3.5. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of Declarant and delivered by certified mail to the party claiming the benefit of such waiver.

ARTICLE 4: RESTRICTIONS ON USE OF PROPERTY

Restrictions on use of property are included but not limited to those outlined in paragraphs 4.1 through 4.14, and may be more particularly described in the ARC Rules and Design Guidelines.

4.1 Occupancy. No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than a private residence for the owner, his family, or his guests, except that each owner shall be permitted to rent the home on a thirty day or longer, basis when not in occupancy.

4.2 Improvements. Each lot within Awbrey Point shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

- 4.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus and other service facilities located on the lot shall be screened from view in a manner approved by Declarant.
- 4.4 Construction and Alteration. Nothing shall be altered or constructed in or removed from or placed on a lot except with the prior written consent of Declarant.
- 4.5 Offensive or Commercial Activity. No offensive or commercial activity other than the owner's home office shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other owners.
- 4.6 Signs. No sign of any kind shall be displayed to public view on or from any lot without prior ARC approval, provided, however, that an owner may display not more than one (1) "for sale" sign per lot which sign has a maximum area not to exceed 300 square inches, the longest dimension being no greater than 20 inches and in conformance with signage restrictions more particularly described in the ARC Rules and Design Guidelines.
- 4.7 Exterior Lighting or Noise Making Device. No exterior lighting or noise making device shall be placed on a lot or any portion thereof without prior approval and in conformance with, lighting restrictions more particularly described in the ARC Rules and Design Guidelines.
- 4.8 Antennas. No television antenna, radio antenna, satellite antenna, or other receiving device shall be placed on any lot without prior approval.
- 4.9 Limitation on Transfer. No owner shall transfer either by conveyance, contract of sale or lease any interest in his lot which would result in ownership of such lot being held by more than four persons.
- 4.10 Mobile Homes. No house trailer, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be placed on any lot unless such structure is for the purpose of construction of the improvement and only with approval of Declarant. The location of such temporary structures must be approved by Declarant
- 4.11 Single Family Residence. No more than two living units shall be erected or placed on any lot with the exception of Lots 11, 12, & 13 which can accommodate up to eight units.
- 4.12 Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities, unless such temporary use is for the purpose of construction of the improvement and approved by Declarant.
- 4.13 View. The height of improvements or vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Declarant shall be the sole judge of the suitability of such heights and has prescribed maximum ridge heights in the ARC Rules and Design Guidelines. If the Declarant determines there is such restriction in the view of the other lot owners, written notice shall be delivered to the offending lot owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Declarant, the Declarant shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable costs for the work done. This section is not to be read as justification to create views not present when the lot was originally purchased, or to prevent the construction of an improvement on another lot provided such improvement is in conformance with the ARC approval.
- 4.14 Parking. Each lot shall provide fully enclosed garaging for a minimum four (4) vehicles unless agreed to otherwise by Declarant. No extended parking in excess of 48 hours on any street or driveway of any living unit shall be allowed by any house trailer, travel trailer, boat trailer, camper, motor home or incapacitated motor vehicle.
- 4.15 Right of entry, Easements, Driveways. Declarant has prescribed vehicle access to each lot within Awbrey Point in order to accommodate topography, street parking and utilities and to insure the aesthetic appeal of additional areas of landscaping while minimizing visual impact of dual garages. Certain lots shall have one or more curb cuts serving two or more driveways for four or more vehicles and shall thereby enjoy reciprocal rights of entry, passage and maintenance as provided by recorded easements.

ARTICLE 5: DETERMINATION OF DECLARANT'S ROLE

5.1 Declarant's Control. At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, signing and lighting controls over any lots within official records of Deschutes County, Oregon, a declaration may be filed by Declarant stating that Declarant no longer desires to exercise any further controls over development in Awbrey Point. Recording of such a declaration shall formally terminate Declarant's interest and all rights and controls under this declaration.

5.2 Architectural Controls Upon Declarant's Termination. Upon formal termination of Declarant's control, architectural controls will remain under the control of the ARC Rules and Guidelines and this Declaration unless Declaration is terminated in accordance with paragraph 6.1 below.

ARTICLE 6: DURATION AND AMENDMENT OF THIS DECLARATION

6.1 Duration. The Covenants, Conditions, and Restrictions of Awbrey Point shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by owners of not less than seventy-five percent (75%) of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for periods of ten years unless within one year prior to the expiration of each such extended period the Covenants, Conditions, and Restrictions for Awbrey Point are terminated as set forth above in this section upon the vote of seventy-five (75%) of the lots subject to this Declaration.

6.2 Amendment. This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with a written consent of the owners of seventy-five percent (75%) of the lots subject to these restrictions, provided that no amendment which enlarges or diminishes the powers and responsibilities of the Declarant shall be effective without the written consent of the Declarant. Until Declarant files the declaration set forth in paragraph 5.1, above, relinquishing control of the Property, the provisions of Article 4 hereof shall be enforceable solely by Declarant, and shall be capable of being amended by Declarant without the consent of any other owner, person or entity, and shall not give any third party any right of cause of action on account of the terms of this Declaration.

6.3 Amendment, Deletion or Repeal. Any amendment, deletion, or repeal of this Declaration shall not become effective until recorded in the official records of Deschutes County, Oregon.

ARTICLE 7: ENFORCEMENT

7.1 Enforcement. Except as set forth in paragraph 6.2, above, this Declaration shall be specifically enforceable by Declarant or by any owner of any lot in Awbrey Point. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

7.2 Legal Suit or Action. In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action, including preparation therefore, and any appeal therefrom as adjudged by the trial or appellate court.

ARTICLE 8: EFFECT OF DECLARATION

8.1 Effects. The Covenants, Conditions and Restrictions of this declaration shall run with the land included in Awbrey Point and shall bind, benefit, and burden each lot in Awbrey Point, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot in Awbrey Point, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title, or interest or use in or to any real property in Awbrey Point. The use restrictions and regulations set forth in Article 4 and Article 5 of this Declaration shall be binding upon all owners, lessees, licensees, occupants and users of the property known as Awbrey Point and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Joint Owners. In any case in which two or more persons share the ownership of any Homesite, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

9.2 Construction Severability. This Declaration and all declarations adding property to Awbrey Point shall be liberally construed as one document to accomplish the purposes stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration and all declarations adding property to Awbrey Point shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

9.3 Number. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires.

9.4 Captions. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration

9.5 Notices and other Documents. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been given on the day of delivery when delivered by personal service and to have been given three business days after delivery to the United States Postal Service certified or registered mail, return receipt requested, addressed to the party to which such notice is directed at its address determined as provided herein:

- (a) If to an Owner, then to the last address known for such owner kept at Declarant's office.
- (b) If to Declarant or the Architectural Review Committee, then to Declarant or Committee at:

Awbrey Point Development, LLC
855 Yates, Suite 102
Bend, OR 97702

AWBREY POINT

ARCHITECTURAL RULES & DESIGN GUIDELINES

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SECTION 1: ARCHITECTURAL REVIEW COMMITTEE

1.1 Introduction. An Architectural Review Committee (ARC) has been established to implement these Rules and Guidelines. The ARC shall exercise the functions for which it is given responsibility as provided in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for Awbrey Point. Generally, the ARC will be responsible for the approval of plans and specifications for the homes in Awbrey Point and for the modifications, promulgation, and enforcement of its rules governing the use and maintenance of homesites and the improvements thereon.

In the event of a conflict between these rules and guidelines and the Conditions, Covenants and Restrictions, the CC&Rs shall take precedent.

1.2 Policy. The decisions, interpretations and implementations of these guidelines and the conditions, covenants and restrictions by the (ARC) shall be final and binding upon all owners.

1.3 Disclaimer. The ARC assumes no responsibility for compliance with government building codes and regulations, deed restrictions, or the verification of property lines or setbacks.

SECTION 2: SUBMITTAL AND APPROVAL PROCEDURES

2.1 Preliminary Approval (strongly encouraged but not required). The purpose of preliminary approval is to review designs at an early stage, to obtain ARC comment on designs which may not be in keeping with the concepts of Awbrey Point or designs which may be duplications of others in close proximity to the requested improvement. The Preliminary Approval allows the owner to obtain ARC advice regarding changes that may be requested, before additional amounts of time and money have been expended. The preliminary approval shall not be deemed to be final approval for the construction of the improvement(s).

2.2 Submittal Response. The ARC will respond to any pertinent preliminary information submitted; however, all of the following information is required for a definitive response:

(a) Completed application form and checklist

(b) Site Plan: The site plan shall include the perimeter dimensions of the homesite, building and access locations, topography (with two foot contours), trees (8" in diameter and larger) to be removed and retained, location of all decks, walkways, and driveways and all easements and setbacks as shown on the applicable subdivision plat at a minimum scale of 1" = 10'.

(c) Landscaping Plan (Prior to Occupancy): Landscaping plans, for any portion of a homesite to be disrupted, must be submitted prior to occupancy. The plan must illustrate changes in contours, if any, related to the landscaping work, walkway, stairs and exterior lighting. The Applicant shall note and/or illustrate all walk(s) and all other outdoor materials and installation of underground sprinkler systems for all approved landscaped areas in front and rear of structures including the park strip along the street in front of each homesite is mandatory.

(d) Building Elevations: All exterior elevations shall be a minimum scale of 1/8" = 1' and shall be provided showing the elevations of the proposed improvement(s) as situated on the owner's homesite. Include exterior finish materials and colors. A front elevation reduced on a 8-1/2 x 11" page showing color locations.

(e) Floor plans: A floor plan at a minimum scale of 1/8" = 1' shall be submitted showing the proposed improvement(s). The minimum square footage for each unit is 1100 square feet (not including garage, storage areas)

(f) Application Fee: New construction fee is \$1500. Addition or remodel fee is \$500.

(g) Other documents: Any other documents reasonably required by the ARC.

- 2.3 Sheet Size: All submittals shall be on sheets no larger than 11" x 17".

SECTION 3: APPROVAL

3.1 ARC approval required. Before commencing any improvement and prior to making any change or alteration to any improvement, the Owner must first obtain written approval from the ARC. In approving or not approving the requested construction or alteration, the ARC shall follow the letter, and spirit of the Conditions, Covenants and Restrictions for Awbrey Point Subdivision and these Rules and Guidelines.

To obtain such approval, a set of required documents (per section 2 above and the CC&Rs) accompanied by payment of the required fee, must be submitted to the ARC. The ARC will respond with approval or denial as provided in the CC&Rs. Construction of the exterior of the home must be completed within twelve months after construction has begun.

3.2 Governmental Codes. In addition to any other requirements imposed by the ARC, all construction, remodeling, alterations, and the like shall conform to State, County and City building codes.

3.3 Building Plans. Plans at a scale at least 1/8" equals 1'-0" are required. Plans must conform to current City of Bend Guidelines for the submittal of construction plans.

All elevations, foundation, and other plans must accurately represent the structure's placement as described on the Site Plan. (See required detail plans at 2.2 in these Rules and Guidelines).

3.4 Site Plan/Work. Builders shall not disturb adjoining lots without first contacting and obtaining approval from the affected lot owner. Any disruption of the adjoining lot will be expected to be for the minimum time possible.

Trees planned for removal must be marked on the plans.

3.5 Fee and Submittal Form. The application shall be submitted with the required fee as set by the ARC and completed ARC submittal form.

3.6 Expiration Date. Construction approval is valid for one year for new homes and six months for remodeling. If construction has not begun in that time, a new application and fee will be required.

All proposed construction shall be completed within one year of the date shown on local permits. Site clean up shall be done weekly, and final site and construction clean up shall be completed within thirty (30) days of the final inspection of the home.

3.7 Inspection and Final Approval. Submittal of an application authorizes the ARC to make on-site inspections of the proposed homesite and improvements. Additionally, the owner is responsible for notifying the ARC upon completion of the improvements, at which time the ARC shall make a final inspection to verify compliance with the plan as submitted. Upon approval, ARC will refund the applicant's fee. Fees are forfeited after one year from the approved application date.

3.8 Enforcement. In the event that the improvements are not completed within 1 year after commencement, the ARC may impose upon the owner a \$100 per day penalty for each day until the improvements are completed. (The ARC may allow an extension of time to complete improvements if applied for and authorized by the ARC at the time of construction approval, pursuant to Section 3 of the CC&Rs.). The ARC shall not issue its final approval of any construction until all fines and other charges imposed have been paid in full. Any payments received under this paragraph shall be allocated to an account for the ARCs use in performing its function conferred upon it herein and under the CC&Rs for Awbrey Point subdivision.

In the event the owner disputes the imposition of the late penalty or does not pay upon demand of the ARC, the ARC shall be entitled to enforce this provision as set forth in Section 10 of the CC&Rs for Awbrey Point subdivision.

SECTION 4: ARCHITECTURAL RULES, REGULATIONS AND/OR GUIDELINES

This section describes the rules, regulations and guidelines to be followed by all Owners. Architects, designers and builders must verify that the designs and processes for new buildings are compliant with pertinent sections. Each homeowner must assure that he or she is in full compliance with the rules, regulations and guidelines.

4.1 Accessory Dwellings. No Accessory Dwellings, defined as anything other than the garage or living unit, are allowed within Awbrey Point.

4.2 Building Height. Building height limitations shall be those as imposed by the City of Bend. Regulations with additional restrictions are identified on the plat or in the Declaration. The Awbrey Point Architectural Review Committee may review other ridge elevations, for effect on views, based on the standards as established in the Rules & Guidelines.

ARC will review the lots listed immediately below for impact on the views of other homesites within Awbrey Point. The lots and the elevations listed below were established to consider the views of nearby homesites. The ARC may allow a home to exceed the maximum elevation, if the applicant demonstrates to the ARC the portion of the home that exceeds the maximum elevation does not adversely impact the view of the adjacent homes. All applicants are encouraged to stay below these maximum elevations. The burden of proof is with the applicant to provide information to the ARC, when an exception to these maximum elevations is requested. ("TBD" means to be determined at a later date.)

<u>Lot</u>	<u>Maximum Ridge Elevation</u>	<u>Curb Elevation Water Meter</u>
2	3815 feet above sea level	3793 feet above sea level
3	3809 feet above sea level	3785 feet above sea level
5	3815 feet above sea level	3790 feet above sea level
6	3820 feet above sea level	3796 feet above sea level
7	3820 feet above sea level	3800 feet above sea level
8	3819 feet above sea level	3796 feet above sea level
9	3815 feet above sea level	3793 feet above sea level
10	3810 feet above sea level	3791 feet above sea level
12	3815 feet above sea level	3807 feet above sea level
13	3825 feet above sea level	3809 feet above sea level
26	3835 feet above sea level	3812 feet above sea level
27	3830 feet above sea level	3810 feet above sea level
29	3835 feet above sea level	3808 feet above sea level
30	3830 feet above sea level	3800 feet above sea level
31	3828 feet above sea level	3799 feet above sea level
33	3845 feet above sea level	3822 feet above sea level
34	3849 feet above sea level	3826 feet above sea level
35	3848 feet above sea level	3824 feet above sea level

4.3 City Building Requirements. The City of Bend requires that a building permit be obtained prior to beginning construction of any improvement or making additions or changes to an existing structure

4.4 Drainage. The existing drainage on each homesite shall be carefully considered when siting an improvement. The natural drainage pattern should be preserved if at all possible. All disturbed areas shall be landscaped or vegetation must reestablish to control erosion and runoff, this includes park strip in front of homesites. All site drainage shall be retained and disposed of on the owner's property. Provisions for the disbursement of roof, gutter, Lot, landscape, walkway, driveway, and all other drainage is the owner's responsibility. All Owners should consult with professionals to discuss their drainage risk factors and specific solutions.

4.5 Excavation / Grading. Houses should be sited and grading adjusted so that there are at least two but no more than eight risers from the main entry to grade at bottom of entry stairs. Exceptions will be considered on an individual basis and may require submittal of a topographic survey. All excavation must be done so as to create a minimum

disturbance to the site. All debris resulting from excavation must be removed within 10 days. No foundation pour will be allowed before the debris has been removed.

Existing trees, rock outcroppings and other natural features shall be preserved where possible.

No tree greater than 8" in diameter, measured 3' off ground in diameter may be removed without written ARC approval. All tree removal requests must be noted on the Site Plan. As many trees as possible should be saved.

No excavation is allowed prior to ARC approval and the Owner has applied for a building permit.

All disturbed site areas must be restored.

Restoration includes:

1. Planting native plant material
2. Spreading mulch/pine needles/duff, covering raw earth
3. Feathering transitions between truly native areas to the newly restored areas

4.6 Exterior Lighting. Information regarding the design, number and location of all exterior lighting fixtures is required for ARC review and written approval, including (but not limited to) exterior wall, pendant, driveway, walkway and landscape lighting. Lighting submittals require an actual sample or legible drawings and/or catalog cuts for the review process.

All exterior wall light fixtures must be shown on the exterior elevations of all new construction submittals. Driveway, walkway and landscape lighting may be included later with the landscape plan. All exterior light fixtures installed without ARC review and written approval must be removed.

The object of the exterior lighting requirements is to eliminate glare and annoyance to adjacent property owners and passersby. To this end, the guidelines are as follows:

Only two fixtures with a visible light source are permitted on a home and are subject to ARC written approval regarding their exact location. The shroud for these fixtures may be translucent or transparent. The fixtures must be positioned to enhance and identify the entrance of the home, and both fixtures are limited to a maximum output of 60 watts each (i.e. a fixture with three lamps may have three 20-watt bulbs). Colored lamps are prohibited.

All other exterior wall fixtures are subject to ARC review and written approval regarding their location, number and wattage. These fixtures must have downward-directed light sources which are shielded with an opaque material. No part of the lamp may be exposed through perforated opaque material, or translucent or transparent shrouds. Colored lamps are prohibited.

Driveway, walkway, landscape and all other decorative light fixtures are subject to ARC review and written approval regarding their location, number and wattage. Indirect, low walkway and landscape lights less than 18" high are acceptable. Colored lamps are prohibited.

A variance for outdoor special holiday lighting is only granted between the Saturday before Thanksgiving and the second weekend in January. All holiday lighting must be turned off by 11 p.m. daily and completely removed by January 31.

4.7 Exterior Wall & Trim Colors and Materials. The following materials are approved for use on exterior walls and trim:

- Wood (except panelized wood T-1-11 sheets or similar siding materials)

- Brick
- Textured masonry, or veneer, or E.I.F.S.
- Natural stone
- Tile
- Cement composition board
- Metal roofing may be permitted

The following exterior materials are prohibited:

- Panelized wood (T-1-11 sheets or similar siding materials)
- Corrugated metal
- Metal siding
- Vinyl or plastic siding
- Fiberglass
- Plain concrete block
- Plain concrete (except for foundations, which are limited to a maximum of 8" of exposed concrete).

All materials are to be natural or treated with paints or stains in colors subject to ARC review and written approval. The ARC may require a 4'x 4' sample be painted on house, for on-site review, prior to approval.

Exposed horizontal seams are prohibited.

4.8 Fences and walls. No fences shall be allowed within Awbrey Point. However, sometimes there is a functional need to enclose areas for privacy, protection of children and the containment of pets. In such cases any enclosure should be designed to appear as an extension of housing architecture or as approved by ARC; and will not be allowed to encroach in set backs. Multiple terraced retaining walls shall be utilized where the overall height of retained earth exceed five (5) feet. Such walls may be constructed of native rock or as approved by ARC.

4.9 Garages. Each lot shall provide fully enclosed garaging for a minimum four (4) vehicles unless agreed to otherwise by Declarant. Curb cuts for driveways on to certain lots have been located to maximize the number of garage openings facing away from the street. All garages shall have a minimum of 24 feet of clear space in front of all garage door openings, whether street or alley access.

4.10 Hillside Homesites. Exposed understructures of homes are prohibited. Siding material shall extend to within twelve inches of the finished grade and shall be designed in such a way as to break up the mass of the wall and consistent with the architectural style of the building(s), as defined and approved, in writing, by the ARC. Walls more than four feet from the finish floor level shall have continuous foundation landscaping to reduce the scale of the skirt wall. All design solutions for exposed understructures shall be subject to ARC review and written approval.

4.11 Landscaping. The park strip in front of each home is within the street right-of-way and it is each owner's responsibility to install and maintain sprinklers and grass landscaping and trees of the ARCs choosing. The landscaped park strip should be sod when possible. The lots with electrical transformers located in the park strip shall not plant any trees in the front and 3 feet within the side and rear of the transformer.

4.12 Mailboxes. Declarant shall develop a mail service plan acceptable to the US Postal Service.

4.13 Occupancy. No occupancy will be allowed before:

- (a) Final inspection and compliance with all governmental agencies.
- (b) Removal of all construction waste, materials and portable toilets.
- (c) Completion of exterior painting and landscaping. (exception allowed for weather conditions)

4.14 Setbacks. Building set back requirements are as follows:

- Ten-foot front yard. ARC will review setbacks greater than 10 feet.
- Five-foot minimum side yards.
- Five-foot minimum rear set back from alley pavement.
- Non-alley access lots must have garage doors set back ten feet from front foundation of home.

4.15 Sight Distance at Intersections. On a corner Lot, no wall or shrub planting which obstruct sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the property lines extended.

The same sight line shall apply on all lots within the first ten (10) feet of a street right-of-way line. No trees shall be permitted to remain within such distances unless foliage line is maintained at sufficient height to prevent obstruction of such lines.

4.16 Utilities.

- All plumbing, electrical and water hookups shall conform to all codes.
- Electrical meter bases shall be recessed from view.
- All areas of excavation for utility work shall be landscaped or restored.
- All utilities shall be underground.

4.17 Nonliability. Neither the ARC, its agents nor Declarant of Awbrey Point shall be liable to any owner of other person for any loss or damage claimed on account of the following:

- (a) Approval or disapproval of any plans, drawings or specifications whether or not defective.
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings or specifications.
- (c) The development or manner of development of any property with Awbrey Point.

4.18 In general, relatively low profile buildings with a variety in massing and roof lines are desired. The minimum roof pitch is limited to six in twelve. Large roof or eave overhangs are desired and encouraged with wood soffits.

SECTION 5: RULES FOR BUILDERS

- 5.1 Construction Clean Up. A receptacle for trash accumulation shall be maintained and a provision shall be made for weekly removal of all construction waste materials. The Owner is responsible for maintaining a clean job site, including dust and dirt in the alley adjacent to lot. Construction materials should be stored on lots whenever possible. (If not possible, construction materials in the street and alley should be used, and cleaned up quickly as consideration to others). No concrete washout from any truck or mixer is allowed on the streets, open space areas, setbacks or adjacent properties.
- 5.2 Construction or Realtor Signs. Only two signs are allowed on any lot. General contractors will be allowed to display one sign during the construction phase of individual homes in addition to a Realtor's sign. Unless approved by the ARC in writing, the sign may not be larger than 4 square feet.
- 5.3 Construction Parking. All construction parking for trailers and other construction equipment is encouraged to be off street in the evenings and/or weekends.
- 5.4 Construction Toilet. Portable toilets must be made available.
- 5.5 Contractors Pets. Contractors or subcontractors are not allowed to have pets on any job site.
- 5.6 Music on Construction Site. No loud music is allowed. Sounds from radios/TV's shall not be audible to neighbors or from common property.
- 5.7 Construction Noise. No construction work that will produce noise audible to neighbors or common property will begin before 7:00 A.M. or continue after 7:00 P.M. Monday through Friday, and before 8:00 A.M. or continue after 7:00 P.M. Saturdays. No noise audible to neighbors or common property shall be allowed on Sundays.
- 5.8 General Contractors. General Contractors shall assume complete responsibility for the actions of their workers as well as those of their subcontractors.
- 5.9 Owner/Builder. When Owners act as their own General Contractor, they shall assume the same responsibility as those of a General Contractor.
- 5.10 Site Work. No site work is allowed prior to written approval from the ARC and the owner has applied for a building permit.
- 5.11 Existing Site Improvements. Lots have been purchased with extensive completed site improvements (streets, curbs, utilities, driveway approaches, sidewalks, etc). Owners of Lots and their contractors are responsible to protect, maintain, repair and replace any improvement that has been damaged. This shall include all improvements whether directly serving the Owner's Lot or common to all lots.

SECTION 6: ENFORCEMENT / SEVERABILITY / OTHER

- 6.1 Severability. If any section, subsection, paragraph, sentence, clause, or phrase of these Rules and Guidelines is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion.
- 6.2 Nonwaiver. Consent by the ARC to any matter proposed to it within its jurisdiction, or failure by the ARC to enforce any violation of the Rules, shall not be deemed to constitute a precedent or waiver impairing the ARCs right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent or to enforce any subsequent or similar violation of these rules.
- 6.3 Enforcement. Any deviation from the Rules and Guidelines may result in work stoppage. See Awbrey Point Subdivision CC&Rs for more detail.

6.4 Violations. Violations of ARC rules may be reported by any member of the community. All violations reported to the ARC must be in writing. Send correspondence to Declarant.

Procedures for handling violations will follow those outlined under Awbrey Point Subdivision CC&Rs.

6.5 Work Stoppage. The ARC may implement work stoppages when the rules, outlined herein, are not complied with.