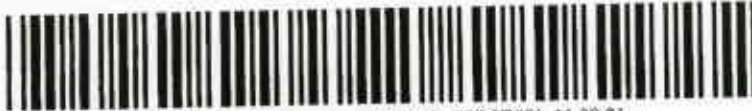


VOL: 2001 PAGE: 30001
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2001-30001 * Vol-Page

Printed: 06/25/2001 11:08:21

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Jun. 25, 2001; 11:03 a.m.

RECEIPT NO: 37383

DOCUMENT TYPE: Deed

FEE PAID: \$206.00

NUMBER OF PAGES: 36

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

206 -
WARRANTY DEED

2001-30001-1

BROOKS RESOURCES CORPORATION AS TO AN UNDIVIDED 1/2 INTEREST, AND MICHAEL J. TENNANT AS TO AN UNDIVIDED 1/2 INTEREST,
Grantor(s) hereby grant, bargain, sell, warrant and convey to:

MICHAEL J. TENNANT,
Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of DESCHUTES and State of Oregon, to wit:

LOTS 83,86,87,89,130,161,164,165,166,167,168,169,170,171,172,176,177,178,
AND 186 , AWBREY VILLAGE PHASE III, DESCHUTES COUNTY, OREGON

SUBJECT TO ATTACHED BYLAWS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

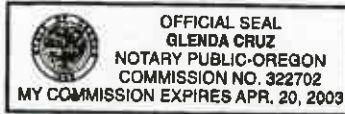
The true and actual consideration for this conveyance is 2 .00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 516 SW 13th Suite A, Bend, OR 97702

Dated this 22nd day of June, 2001.

Recorded by AmeriTitle as an accommodation only. No liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document.

BROOKS RESOURCES CORPORATION
BY: [Signature]
KIRK E. SCHUELER, PRESIDENT
[Signature] P.O.A.
MICHAEL J. TENNANT



State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on June 22, 2001 by BROOKS RESOURCES CORPORATION, BY KIRK E. SCHUELER, PRESIDENT AND MICHAEL J. TENNANT.

[Signature]
(Notary Public for Oregon)

My commission expires 4-20-2003

ESCROW NO. SB022506DS

Return to:
MICHAEL J. TENNANT
→ 516 SW 13th Ste A
Bend

After recording, return to:
AmeriTitle
15 OREGON AVENUE, BEN

**BYLAWS
OF
AWBREY VILLAGE PHASES III THROUGH VI HOMEOWNERS ASSOCIATION,
INC.**

The following bylaws have been adopted at the organization meeting of Awbrey Village Homeowners Association, Inc., a homeowners association formed pursuant to ORS 94.625. This applies to the real property in the City of Bend, Deschutes County, State of Oregon, described as Awbrey Village Phase III through VI as recorded in the Deschutes County Records, and incorporated by reference herein.

**ARTICLE I
Definitions**

As used in these bylaws, the terms set forth below shall have the following meanings:

Section 1. "Awbrey Village" means the property subject to the Declaration referred to in Section 4 and as described as Awbrey Village Phase III through VI as recorded in the Deschutes County Records, and incorporated by reference herein.

Section 2. "Corporation" means Awbrey Village Homeowners Association, Inc.

Section 3. "Declarant" means Michael Tennant, an individual, and Brooks Resources, Inc., any person who succeeds to any special Declarant right and to whom all of the Declarant's ownership interest in Awbrey Village is transferred, or any person, other than the Corporation, to whom the Declarant has transferred, for purposes of resale, all of Declarant's ownership interest in Awbrey Village.

Section 4. "Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Awbrey Village dated June 20, 2001 and all other subsequent phases of Awbrey Village.

Section 5. "Homesite" means a platted or legal partitioned lot within Awbrey Village or any property so designated in any Supplemental Declaration annexing such property to Awbrey Village but not including any Declarant Area as defined in the Declaration.

Section 6. "Owner" means the person or persons owning any Homesite, including any vendee under a recorded land sales contract to whom possession has passed, but excluding any vendor under a recorded land sales contract who has given up possession.

**ARTICLE II
Offices**

The principal office of the Corporation in the state of Oregon shall be located in the city of Bend, county of Deschutes. The Corporation may have other offices, either within or outside

of the state of Oregon, as the board of directors may determine or as the affairs of the Corporation may require.

The Corporation shall have and maintain in the state of Oregon a registered office and a registered agent whose office is identical with the registered office, as required by the Oregon Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the state of Oregon, and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE III Members

Section 1. Class of Members. The Corporation shall have two classes of members. The designation of the classes and the qualifications and rights of the members of the classes shall be as hereinafter set forth.

Section 2. Membership. Every Owner of one or more Homesites within Awbrey Village shall, during the entire period of such Owner's ownership of one or more Homesites within Awbrey Village, be a member of the Corporation. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

Section 3. Voting Rights. Voting rights within the Corporation shall be allocated as follows:

- (a) Homesites. Except as provided in Section 3(b) with respect to Class B members, Homesites shall be allocated one vote per Homesite.
- (b) Classes of Voting Membership. The Corporation shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant (except that beginning on the date on which the Class B membership is converted to Class A membership, and thereafter, Class A members shall be all Owners including the Declarant). Class A members shall be entitled to voting rights for each Homesite owned computed in accordance with Section 3(a) above. When more than one person holds an interest in any Homesite, all such persons shall be members. The vote for such Homesite shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B member shall be Declarant and shall be entitled to nine times the voting rights computed under Section 3(b) for each Homesite owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) When seventy-five percent (75%) of the Homesites in the final phase of development of Awbrey Village have been sold and conveyed to Owners other than Declarant; or
- (ii) At such earlier time as Declarant may elect in writing to terminate Class B membership.

Section 4. Suspension of Voting Rights. Voting rights may be suspended in the event of a default in the payment of assessments as provided in the Declaration.

ARTICLE IV Meetings of Members

Section 1. Annual Meeting. An annual meeting of the members shall be held at a time designated by the President in each year, beginning with the year 2003, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state of Oregon, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated here for any annual meeting, or at any adjournment of the annual meeting, the board of directors shall cause the election to be held at a special meeting of the members as soon after as is convenient.

Section 2. Special Meetings. Special meetings of the members may be called by the President, a majority of the board of Directors, or members having not less than one-tenth of the total voting rights.

Section 3. Place of Meeting. The board of directors may designate any place within the state of Oregon as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation in the state of Oregon.

Section 4. Notice of Meetings. Written or printed notice stating the place, day, and hour of the annual meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten nor more than 50 days before the date of such meeting, by or at the direction of the president, or the Secretary, or the officers or persons calling the meeting. Each notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration by bylaws, any budget changes, or any proposal to remove a director or officer. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid. Notice shall also be given to all mortgagees requesting such notice. Mortgagees may designate a representative to attend a meeting called under this section.

Section 5. Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any required by law to be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter of the action.

Section 6. Quorum. The members holding 25 percent of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting without further notice.

Section 7. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his authorized attorney in fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

Section 8, Voting by Mail. Where directors or officers are to be elected by members or any class or classes of members the election may be conducted by mail in the manner provided in the Oregon Nonprofit Corporation Act.

ARTICLE V Transition

Section 1. Interim Board; Turnover Meeting. Declarant shall have the right to appoint an interim board of three directors or more, who shall serve as the board of directors of the Corporation until replaced by Declarant or their successors have been elected by the members at the turnover meeting described in this section. Declarant shall call a meeting by giving notice to each member as provided in these bylaws for the purpose of turning over administrative responsibility for Awbrey Village to the Corporation not later than one hundred eighty (180) days after Homesites representing seventy-five percent (75%) of the votes in all phases of Awbrey Village computed in accordance with Article III Section 3(a) above have been sold and conveyed to members other than Declarant. If Declarant does not call a meeting required by this section within the required time, the Transitional Advisory Committee described in Section 2 below or any member may call a meeting and give notice as required in this section. At the turnover meeting, the interim directors shall resign and their successors shall be elected by the members and Declarant as provided in the Declaration and these bylaws.

Section 2. Transitional Advisory Committee. Declarant or the members shall form a transitional advisory committee (the "Transitional Advisory Committee") to provide for the transition from administrative responsibility by Declarant of Awbrey Village to administrative responsibility by the Corporation. Not later than the ninetieth (90th) day after the Declarant has conveyed to members other than Declarant Homesites representing sixty-seven percent (67%) of the votes of all phases in Awbrey Village computed in accordance with Article III Section 3(a) above, Declarant shall call a meeting of members for the purpose of selecting the Transitional Advisory Committee. The Transitional Advisory Committee shall consist of three or more persons. The members, other than Declarant, shall select two or more members. Declarant may select no more than one committee member which may be the Declarant. The Transitional Advisory Committee shall have reasonable access to all information and documents which Declarant is required to turn over to the Corporation under ORS 94.616.

- (a) Declarant Failure to Call Meeting. A member may call a meeting of members to select the Transitional Advisory Committee if the Declarant fails to do so as provided above.

- (b) Members' Failure to Select Committee Members. Notwithstanding the foregoing, if the members do not select members for the Transitional Advisory Committee as described above, Declarant shall have no further obligation to form the Transitional Advisory Committee.
- (c) Turnover Meeting. The requirement for formation of a Transitional Advisory Committee shall not apply once the turnover meeting specified in Section 1 above has been held.

Section 3. Declarant Control After Turnover. After the turnover meeting described in Section 1 above, Declarant shall continue to have the voting rights described in Article III Section 3(b). In addition, a majority of the board of directors of the Corporation shall be elected by Declarant, as Class B member, with the balance of the board of directors elected by the Class A members. After termination of Class B membership, all directors shall be elected by the Class A members.

ARTICLE VI Board of Directors

Section 1. General Powers. The affairs of the Corporation shall be managed by its board of directors. Except for directors appointed by Declarant, directors shall be members of the Corporation.

Section 2. Number, Tenure and Qualifications. The number of directors shall be three. Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

Section 3. Regular Meetings. A regular annual meeting of the board of directors shall be held without other notice than this bylaw, immediately after, and at the same place as, the annual meeting of members. The board of directors may provide by resolution the time and place, within the state of Oregon, for the holding of additional regular meetings of the board without other notice than the resolution. All regular and special meetings of the board of directors shall be open to members.

Section 4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the President or any two directors. The persons authorized to call special meetings of the board may fix any place within the state of Oregon as the place for holding any special meeting of the board called by them.

Section 5. Notice. Notice of any special meeting of the board of directors shall be given at least three days previously by written notice delivered personally or sent by mail or other electronic communications to each director at the director's address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage prepaid. If notice be given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice by law or by these bylaws. For other than emergency meetings, notice of board of directors meetings shall be posted in a place or places within Awbrey Village at least three days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform lot owners of such meetings.

Section 6. Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of the directors are present at the meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by these bylaws.

Section 8. Vacancies. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors, shall be filled by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services.

Section 10. Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by all of the directors.

Section 11. Emergency Meetings. Emergency meetings of the board of directors may be held without notice if the reason for the emergency is stated in the minutes of the meeting. Only emergency meetings of the board of directors may be conducted by telephonic communication.

Section 12. Power and Responsibility. The board of directors shall have all of the powers and responsibilities of the board of directors of a homeowners association under Chapter 94 of Oregon Revised Statutes, as amended from time to time.

ARTICLE VII Officers

Section 1. Officers. The officers of the Corporation shall be a President, one or more Vice Presidents (the number to be determined by the board of directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article VII. The board of directors may elect or appoint the other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, to have the authority

and perform the duties prescribed by the board of directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the Corporation would be served by his or her removal, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the members and of the board of directors. He or she may sign, with the secretary or any other proper officer of the Corporation authorized by the board of directors, any contracts or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the board of directors or by these bylaws or by statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the board of directors.

Section 6. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as may be assigned to him by the President or by the board of directors.

Section 7. Treasurer. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety as the board of directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source, and deposit all such moneys in the name of the Corporation in such banks or other depositories as shall be selected in accordance with the provisions of Article VIII of these bylaw; and in general perform all the duties incident to the office of treasurer and such other duties as may be assigned to him by the President or by the board of directors.

Section 8. Secretary. The secretary shall keep the minutes of the meetings of the members and of the board of directors in books provided for that purpose; see that all notices are

given in accordance with the provisions of these bylaw or as required by law; be custodian of the corporate records of the Corporation; keep a register of the post office address of each member which shall be furnished to the Secretary by the member; and in general perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or by the board of directors.

Section 9. Assistant Treasurers and Assistant Secretaries. If required by the board of directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform the duties assigned to them by the Treasurer or the Secretary or by the President or the board of directors.

Section 10. Release of Liability. In consideration for each officer or member of the Board of Directors consent to serve the Awbrey Village Home Owners Association, the owners, their successors and assigns, hereby release and forever acquit each officer and member of the board from all acts and omissions performed in their capacity as officers or board members. This release includes both ministerial and discretionary acts, omissions, and decisions. No officer or member of the board shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the officers or board as a whole.

ARTICLE VIII Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The board of directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts, vouchers, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by those officers or agents of the Corporation and in a manner as shall be determined by resolution of the board of directors. In the absence of this determination by the board of directors, the instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in the banks or other depositories as the board of directors may select.

Section 4. Gifts. The board of directors may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the Corporation.

ARTICLE IX Books and Records

Section 1. Maintenance of Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its

members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered or principal office and record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agent or attorney or the mortgagee of any Homesite of any proper purpose at any reasonable time.

Section 2. Distribution of Financial Statements. Within 90 days after the end of each fiscal year, the board of directors shall distribute to each member and, upon written request, any mortgagee of a Homesite, a copy of the annual financial statement for the Corporation consisting of a balance sheet and income and expense statement for the preceding fiscal year.

ARTICLE X Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI Assessments

The Corporation shall have the authority to impose and collect assessments as provided in the CC&Rs.

ARTICLE XII Maintenance

The Corporation, through the board of directors, shall be responsible for maintenance within Awbrey Village as provided in the CC&R's. The cost of maintenance shall be paid through assessments provided for in the CC&R's. The board of directors shall have authority to employ personnel at the expense of the Corporation necessary for the maintenance, upkeep, and repair of improvements provided by Declarant.

ARTICLE XIII Insurance

The board of directors shall obtain insurance as required or as allowed under Chapter 94 of Oregon Revised Statutes. The amount of insurance coverage shall be determined by the board of directors. Members shall not be required to obtain any particular insurance coverage and shall not be precluded from obtaining any particular insurance coverage. Insurance coverage obtained and maintained by the board of directors may not be brought into contribution with insurance obtained by members or their mortgagees.

**ARTICLE XIV
Rules and Regulations**

Rules and regulations permitted pursuant to Section 7.10 of the declaration may be adopted by majority vote of the board of directors after notice to the members as required by Article VI Section 5.

**ARTICLE XV
Additional Property**

If additional property is annexed to Awbrey Village during a fiscal year, common expenses will be apportioned as provided in the Declaration on the basis of the remaining fraction of the fiscal year during which the property annexed is incorporated into Awbrey Village.

**ARTICLE XVI
Waiver of Notice**

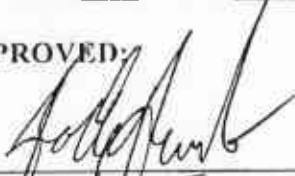
Whenever any notice is required to be given under the provisions of the Oregon Nonprofit Corporation Act or under the provisions of the articles of incorporation or by the bylaws of the Corporation, a waiver in writing signed by the persons entitled to the notice, whether before or after the time stated there, shall be deemed equivalent to the giving of notice.

**ARTICLE XVII
Amendments to Bylaws**

These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority vote of the members; provided that no rights of Declarant under these bylaws may be restricted or terminated without Declarant's written consent.

Dated this 20 day of JUNE, 2001

APPROVED:



Director ROD E. TOMCHO



Director DEAN WISE

2001.30001-12

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR AWBREY VILLAGE PHASES III THROUGH VI**

Please return to:
Tennant Developments
516 SW 13th St., Ste A
Bend, OR 97702

DECLARATION

These Covenants, Conditions and Restrictions are made this 20th day of June, 2001 by MICHAEL J. TENNANT and BROOKS RESOURCES CORPORATION, hereinafter referred to as "Declarant", as sole owners and developers of the real property in the City of Bend, Deschutes County, State of Oregon, described as all lots of the plats for AWBREY VILLAGE PHASES III THROUGH VI as recorded in Deschutes County Records.

The property described above is hereby subject to these Covenants, Conditions and Restrictions and will be known as AWBREY VILLAGE Subdivision, hereinafter referred to as AWBREY VILLAGE Subdivision.

AWBREY VILLAGE Subdivision is being developed as a residential community. Except where this Declaration for AWBREY VILLAGE Subdivision conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event of any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

SECTION 1, DEFINITIONS

- 1.1 AWBREY VILLAGE Subdivision**
The term "AWBREY VILLAGE Subdivision" shall mean all of the real property now or hereinafter made subject to this Declaration.
- 1.2 Initial Development**
The term Initial Development means the property referred to in Section 2.1.
- 1.3 AWBREY VILLAGE- Vision Concept**
Awbrey Village development goal is to create the feeling of the developments in early Bend between 1910 and 1940. When complete, the neighborhood will convey a sense of an established community, which has been in place for years.
- The period between 1910 and 1940 was characterized by homes in a variety of styles including; Craftsman Bungalows, English Tudors, Colonial Revivals, and American Four Square, among several others. Awbrey Village development will strongly encourage a wide variety of home plan designs and styles of this era.
- Awbrey Village will build on the theme of an old-fashioned neighborhood with a neighborhood park, inviting distinctive entrances, and garages at the rear of the lot with alley access where viable.
- 1.4 Declarant**
The term "Declarant" shall mean Michael J. Tennant and Brooks Resources Corporation or their successors in interest.
- 1.5 Architectural Review Committee (ARC)**
The term ARC shall mean the group of individuals responsible for implementing, interpreting, and enforcing the Architectural Rules and Guidelines and the Conditions, Covenants, and Restrictions. (see Section 11).
- 1.6 Association**
The nonprofit corporation to be formed to serve as the association of Owners as provided in Section 7 hereof, and its successors and assigns.
- 1.5 Alley**
Paved access easements maintained by the Homeowner's Association.
- 1.8 Lot**
The term "Lot" shall mean each lot described on a subdivision plat or partition map or any alteration thereof as may be made by a valid lot line adjustment.

- 1.9 Declaration**
The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for AWBREY VILLAGE PHASE III THROUGH VI and all subsequent declarations annexing property into the AWBREY VILLAGE Subdivision.
- 1.10 Homesite**
The term "Homesite" shall mean a Lot as defined herein.
- 1.11 Owner**
The term "Owner" shall mean and refer to all holders of fee title to any Lot.
- 1.12 Improvements**
The term "Improvements" shall include, but not be limited to any buildings, outbuildings, private roads, driveways, parking areas, walkways, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, park strip (if any), signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.
- 1.13 Assessments**
Assessments to cover the operating and reserve fund for replacements pursuant to Section 9.2.
- 1.14 Streets**
The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to AWBREY VILLAGE Subdivision and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.
- 1.15 Park Strip**
The term "Park Strip" shall mean the area between the curb and the property line excluding any sidewalk.
- 1.16 Fence**
The term "fence" shall mean a structural barrier which separates one space from another; is used to define property boundaries, or which is constructed for ornamental purposes.
- 1.17 Supplemental Declaration**
An instrument annexing additional property to AWBREY VILLAGE Subdivision.
- 1.18 Accessory Dwellings**
Accessory dwellings are small units with a kitchen located on a single-family lot.

SECTION 2, PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR AWBREY VILLAGE SUBDIVISION

2.1 Initial Development

Declarant hereby declares that all the real property located in Deschutes County, Oregon, known as AWBREY VILLAGE PHASE III THROUGH VI as recorded on June 20, 2001, shall be 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 VILLAGE Subdivision run with all of said real property, including any additions thereto, for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest set forth in this Declaration.

2.2 Annexation of Additional Property.

Declarant may at its sole discretion annex to Awbrey Village any adjacent real property now or hereafter acquired by it. The annexation of such real property shall be accomplished as follows:

- (a) Supplemental Declaration. Declarant shall record a Supplemental Declaration which shall be executed by or bear the approval of Declarant and
- (b) shall, among other things, describe the real property to be annexed, establish any additional limitations, uses, restrictions, covenants, and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration.
- (c) Provisions of Supplemental Declaration. Notwithstanding any provision apparently to the contrary, a Supplemental Declaration with respect to any annexed property may:
 - (i) Establish such new land classification and such limitations, uses, restrictions, covenants, and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property.
 - (ii) With respect to existing land classifications: establish additional or different limitations, uses, restrictions, covenants, and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property.
- (d) Effect of Annexation. The property included in any such annexation shall thereby become a part of AWBREY VILLAGE Subdivision and the Declarant and the Association shall have and shall accept and exercise administration of this Declaration with respect to such property.

DECLARATION OF ARCHITECTURAL CONTROL AND PLANNING
FOR AWBREY VILLAGE SUBDIVISION PHASES III, IV AND V

- (e) No limitation on Annexation. There is no limitation on annexation.
- (f) Voting Rights. Upon annexation, additional Homesites so annexed shall be entitled to voting rights as set forth in Section 7 below.
- (g) Adjustment of Association Expenses. The formula to be used for reallocating the common expenses, if any, for the additional Homesites are annexed and the manner of reapportioning the common expenses if additional Homesites are annexed during a fiscal year are set forth in Section 9.

2.3 Withdrawal of Property

Declarant may withdraw property from AWBREY VILLAGE Subdivision, including any Common Area property, only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of any property annexed pursuant to a declaration described in Section 2.2 above at any time prior to the sale of the first Homesite in the property annexed by such declaration. Such withdrawal shall be by a declaration executed by Declarant and recorded in the official records of Deschutes County. If a portion of the property is so withdrawn, all voting rights otherwise allocated to Homesites being withdrawn shall be eliminated, and the common expenses shall be reallocated as provided in Section 9. The right of Declarant to withdraw property hereunder shall not expire until the first Homesite in the last phase of Awbrey Village Subdivision has been sold.

Section 3, ARCHITECTURAL CONTROL

3.1 Approval Required

No improvement, as defined in Section 1.12 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 Architectural Review Committee (ARC).

3.2 Procedure

Any owner proposing to construct any improvements within the AWBREY VILLAGE Subdivision (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 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Required Documents

Any owner proposing to utilize, improve and/or develop real property within the AWBREY VILLAGE Subdivision shall submit the following items for review:

AWBREY VILLAGE HOMEOWNERS ASSOCIATION, INC. (AVHOA)
DECLARATION OF ARCHITECTURAL REVIEW AND GUIDELINES

- (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) including appurtenant facilities for parking, storage, and fences. The scale of plans shall be 1 inch = 10 feet or larger.
- (b) Architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors, and appearance. The scale of plans shall be 1/4 inch = 1 foot or larger.
- (c) Please refer to the Architectural Rules and Guidelines for fees and additional documents and conditions that may be required.

3.4 Review

All plans and drawings identified in paragraph 3.3 above shall be submitted to the ARC for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to Awbrey Village Home Owners Association (AVHOA) in an amount to be determined by AVHOA from time to time. No plans shall be reviewed until the architectural review fee is paid in full and ALL items noted on the Plan Review Checklist have been submitted and addressed by the applicant. The ARC shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for AWBREY VILLAGE Subdivision. In the event any of the plans do not conform to the AWBREY VILLAGE Subdivision development concept, the owner shall resubmit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3.3 above have been approved by the ARC.

3.5 Architectural Guidelines

The ARC in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls, shall determine the development concept for the AWBREY VILLAGE Subdivision. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published and revised from time to time by the ARC, but the ARC shall not be required to do so. The ARC shall have the right to alter, rescind or amend any published guidelines without prior notice to any given 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 conformity with this Declaration.

AWBREY VILLAGE COMMUNITY DEVELOPMENT REGULATIONS
AWBREY VILLAGE COMMUNITY DEVELOPMENT REGULATIONS

3.6 Inspection

All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within the AWBREY VILLAGE Subdivision shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. The ARC shall have the right to stop all work if it believes that any such work is non-conforming. In the event that it is determined by the ARC 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 ARC or officer, director, employee, agent or servant of the ARC shall not be responsible for any damages, loss, delay, cost or legal expense incurred as a result of a stop work notice, even if it is ultimately determined that such work was in conformity with the approved plans and drawings, this Declaration, and the Awbrey Village Rules and Guidelines.

3.7 Waiver

The ARC in its exclusive discretion may waive any condition or provision of paragraph 3.2 through 3.6 above. Any waiver shall be in general conformity with the development concept and development standards for the AWBREY VILLAGE Subdivision. 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 3.6. 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 the ARC and delivered to the party claiming the benefit of such waiver.

3.8 Appeals Board

Any decision made, after the turnover meeting (see Section 7.6) may be appealed to an Appeals Board. The Appeals Board shall be appointed by the President of the Association and shall include at least one member of the Architectural Review Committee. The decision of the Appeals Board shall be final. Any appeal of a decision of the ARC must be in writing and must be delivered to the President of the association within ten days after the decision to which the appeal relates. The Board of Directors may impose a reasonable fee to cover the cost of any appeal.

3.9 Antennas

All television antenna, radio antenna, satellite antenna and all other receiving or transmission device(s) are subject to review and written approval by the ARC prior to their installation/erection.

3.10 Appearance

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps, air conditioners, solar heating systems, and other service