



After recording, return to:
Jeremy M. Green
✓ Bryant, Lovlien & Jarvis, P.C.
P.O. Box 880
Bend, Oregon 97709

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MILLBROOK ESTATES**

NOW, THEREFORE, Brookwood Partners, LLC, an Oregon limited liability company ("Declarant"), being the fee simple owner of each legal lot of record (individually a "Lot" and collectively the "Lots") within the residential subdivision known as Millbrook Estates (the "Subdivision"), more particularly described in that certain plat recorded in the Deschutes County Official Records on January 16, 2007, as Document No.: 2007-02794, hereby subject the Lots to this Declaration of Covenants, Conditions, and Restrictions for Millbrook Estates (this "Declaration"). For purposes of this Declaration, Lot owners shall be collectively referred to herein as "Owners" and individually as an "Owner." Except where the context indicates or requires otherwise, the term "Lot" or "Lots" shall include any Improvements (as defined below) on such Lot or Lots.

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Subdivision, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Lots as are now or may hereafter be subjected to this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

**ARTICLE I
PURPOSE AND BINDING EFFECT**

The purpose of this Declaration is to enhance and protect the value and desirability of the Lots for residential use. The covenants, conditions, restrictions, and reservations granted, reserved, and declared in this Declaration shall run with the Lots, and shall be binding on all parties having or acquiring any right, title, or interest therein, and shall inure to the benefit of any successor to a Lot.

**ARTICLE II
ARCHITECTURAL REVIEW COMMITTEE**

2.1 Architectural Review Committee. No fixture, device, structure, building, home, fence, retaining wall, swimming pool, storage structure, landscaping, or any other improvement of any kind whatsoever (individually, an "Improvement" and collectively, "Improvements") may be constructed, placed, altered (including any change in paint color), removed, installed, or allowed to remain on, under, or above any portion of any Lot unless and until an application ("Application") containing a complete set of the building plans and specifications, including, without limitation, the purpose, shape, height, materials, exterior color schemes, and location of the proposed Improvement, shall have been submitted, evaluated, and approved by the Millbrook Estates Architectural Review Committee (the "ARC"). Any Application which does not include the information required to be submitted by this Section 2.1, or any other information reasonably requested by the ARC, may be rejected by the ARC and such rejection shall constitute a disapproval of the Application.

2.2 Composition of the Architectural Review Committee. The initial ARC shall consist solely of Declarant. Declarant shall serve as the sole member of the ARC until eighty percent (80%) of the Lots have been sold and title conveyed to Owners other than Declarant (the "Turnover Date"). Within one hundred twenty (120) days after the Turnover Date, Declarant shall appoint three (3) Owners to serve on the ARC (the "Appointment Date"). Declarant shall provide each Owner notice of its appointments to the ARC within thirty (30) days of the Appointment Date. Notwithstanding the immediately preceding, nothing in this Section 2.2 shall be construed to prevent Declarant from appointing its successors prior to the Turnover Date, or from calling informal informational meetings to discuss the appointment of its successors. Commencing on the second year anniversary of the Appointment Date, the Owners shall elect, by majority vote, three (3) Owners to serve on the ARC. Members of the ARC shall hold office for two (2) years, or until earlier removed by a two-thirds (2/3) vote of the Owners. If an ARC member's term expires, such member shall continue to serve until his or her successor shall have been elected and qualified. A member of the ARC may resign from his or her position at any time by delivering written notice to the other ARC members. The resignation shall be effective when the notice is delivered to the other ARC members, unless the notice specifies a later effective date. The total number of votes entitled to be cast for a position on the ARC shall be based upon the total number of Lots which are subject to this Agreement. Each Owner shall have the right to cast one (1) vote for each Lot owned.

2.3 Decision of the Committee. All decisions of the ARC shall be in writing, made by a majority vote, and made within thirty (30) days after an Application is received by the ARC. All decisions shall be deemed to have been taken when a written decision has been delivered or deposited for delivery with the United States Postal Service, or by personal delivery to the applicant. The ARC may withhold its approval of any Application by reason of its reasonable dissatisfaction with the location of any Improvement on a Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed structure, materials used, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgment of the ARC, would render the proposed activities contemplated in the Application inharmonious with the general plan of development and/or design concepts of the Subdivision.

2.4 Consistency of Construction with Approved Plans. Improvements must be constructed, placed, altered, and/or removed in accordance with the plans and specifications provided in the Application which has been previously approved by the ARC. Approval of an Application may be withdrawn by the ARC in the event the Improvements are not constructed, placed, altered, and/or removed in substantial conformance with the Application. Declarant, or a member of the ARC, shall have the right to enter the subject Lot during daylight hours for the purpose of inspecting construction to determine conformance with the approved Application.

2.5 Limitations on Liability of Committee. Neither the ARC, nor any of its members, shall be liable to any party for damages incurred or claims arising from any action or failure to act pursuant to the provisions of this Declaration. Each Owner agrees to indemnify and hold each member of the ARC harmless for, from, and against his or her activities as a member of the ARC provided such member performs his or her responsibilities in good faith and with ordinary care and prudence.

2.6 Declarant Exemption. Notwithstanding the foregoing, Declarant shall not be required to comply with the application and approval procedures set forth in this Article II.

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ARTICLE III ARCHITECTURAL DESIGN GUIDELINES

Declarant may, from time to time, develop design review guidelines for the construction of homes and the development of the Lots. These guidelines shall be incorporated within this Declaration, and may be enforced by Declarant (and its successors and/or assigns) according to the terms hereof.

ARTICLE IV USE RESTRICTIONS

4.1 Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only, no trade or business of any kind may be conducted on any Lot. Lease or rental of a Lot for residential purposes shall not be considered a violation of this Section 4.1 provided that the lease is in compliance with this Declaration. Any lessee, tenant, or other permitted occupant of any Lot shall in all respects be subject to the terms and conditions of this Declaration, and any other rules and regulations to which the Owner may be subject.

4.2 Fencing. No fence or boundary hedge shall be installed or constructed on any Lot without the prior approval of the ARC. Fencing receiving the approval of the ARC shall be constructed of cedar materials, must not detract from the appearance of any adjacent or surrounding homes, and must match the Subdivision's perimeter fencing. No chain link fence of any kind shall be installed or constructed on any Lot. Fencing shall not exceed six (6) feet in height and shall be maintained in good and attractive condition. Fence returns must not extend past the front of any house constructed on a Lot.

4.3 Aerials and Antennas. No radio, television, or other aerial, antenna, dish, tower, or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed, or maintained on any Lot, or any Improvement located thereon. Notwithstanding the immediately preceding sentence, television dishes of eighteen (18) inches or smaller may be erected, installed, placed, or maintained on a Lot, or Improvement located thereon, provided the dish is not placed on any house front façade.

4.4 Exterior Lighting. No exterior lighting fixture (other than standard fixtures approved by the ARC or installed by Declarant) shall be installed within or upon any Lot (or Improvement located thereon) without adequate and proper shielding of the lighting fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent Lots.

4.5 Parking/Garage. Subject to the provisions of this Declaration, Owners and occupants may keep and maintain non-commercial vehicles on their Lots as may be permitted in accordance with the codes, ordinances, and statutes of the City of Bend. No overnight parking of any boats or trailers shall be permitted on Millbrook Lane and/or Sunbrook Drive. No Owner may engage in any vehicle restoration or maintenance work on any Lot, nor any other area located within the Subdivision (including Millbrook Lane and Sunbrook Drive), unless such work is performed within an enclosed garage. The foregoing shall not be deemed to prevent the washing or polishing of motor vehicles, together with those activities normally incidental to such activities, but shall prevent the extended overnight parking of non-daily use vehicles in the driveway of any Lot. Declarant may maintain trailers or temporary structures within the Subdivision which are incidental to the completion of the Subdivision. Garages shall be used only for the purpose of parking automobiles and other vehicles and equipment and storing an Owner's household goods; provided, however, that all such uses shall be accomplished so that garage doors can be closed. Garages shall not be converted into any use (such as a recreational room or for storage) that would prevent its use as a parking space for an Owner's vehicles. There shall be no parking of vehicles on unpaved surfaces, such as lawns or dirt surfaces.

4.6 Trash. No Lot shall be used as a dumping ground for waste, trash, yard trimmings, or garbage. Residential refuse must be kept in sanitary containers which are stored in a garage or screened from view, maintained in a sanitary condition, and emptied weekly.

4.7 Animals. No livestock or poultry may be raised, bred, or kept on any Lot. Other household pets are permitted; provided, however, no household pet of any kind may be allowed to constitute or become a hazard or annoyance to other residents of the Subdivision. No animal of any kind may be kept, bred, or raised on any Lot for commercial purposes.

4.8 Signs. No sign visible to the public view may be displayed on any Lot, except that not more than one "For Sale" or "For Rent" sign placed by an Owner, Declarant, or by a licensed real estate agent may be temporarily displayed on any Lot. A "For Sale" or "For Rent" sign placed on any Lot shall not exceed twenty-four (24) inches in height and thirty-six (36) inches in length. Declarant is exempt from this Section 4.8 and may erect or maintain such signs and advertising devices as it deems necessary or appropriate for the conduct of its business.

4.9 Yard or Garage Sales. No more than two (2) yard or garage sales may be conducted on any Lot during a calendar year. No yard or garage sale may exceed three (3) days in duration.

4.10 Nuisance. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done on any Lot which may be or become a nuisance or annoyance to any resident of any Lot.

ARTICLE V MISCELLANEOUS BUILDING STANDARDS

5.1 Easements. Easements for the installation and maintenance of utilities, slopes, signs, pedestrian ways, wildlife movement, and drainage facilities are reserved as shown on the recorded plat or as described herein. All easements are subject to the use restrictions which are recorded therewith.

5.2 Temporary Structures. No temporary structure, trailer, camper, motor home, basement, partially completed dwelling, garage, accessory building, tent, shack, or other enclosure may be used, placed, or constructed on any Lot at any time as a temporary or permanent residence. Subject to the terms and conditions contained in this Declaration, the temporary and occasional parking of a camper, trailer, or recreational vehicle on a Lot shall be allowed. For the purpose of this Section 5.2, the term "temporary" shall mean a single period not to exceed one (1) week in length, and the term "occasional" shall mean up to four (4) occurrences per year. Construction trailers or temporary offices for the use of Declarant, or another building contractor during the construction of any home, shall be exempt from this Section 5.2.

ARTICLE VI PROPERTY MAINTENANCE

6.1 Standard of Maintenance. Each and every Lot, whether vacant or improved, must be maintained in a reasonably neat, orderly, and inoffensive manner at all times. All Lots must be kept free of brush, invasive or offensive weeds, and dead plant material. All Improvements, including walks and driveways, exterior building surfaces, fences, and landscaping shall be kept in good repair at all times. Roofs and gutters shall be kept clear of leaves and conifer needles. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be promptly repaired by the Owner of the affected Lot.

6.2 Right of Declarant or Owner to Perform Maintenance and/or Repairs. In the event an Owner or resident of any Lot shall fail to maintain and/or repair his or her Lot, and/or Improvements

situated thereon, in a manner which is consistent with the majority of the other Lots, or which adversely affects the safety or desirability of surrounding Lots, Declarant or any Owner, their agents, or employees shall have the right, fifteen (15) calendar days after giving notice as provided herein, to enter onto the offending Lot and perform such maintenance and/or repairs as are necessary in order to ameliorate the offensive condition.

6.3 Notice of Intention to Perform Maintenance and/or Repairs. Notice of intention to perform maintenance and/or repairs shall be deemed to have been given when it is addressed to the last known mailing address of the Owner of the Lot upon which the maintenance and/or repairs are needed and deposited for delivery with the United States Postal Service. Such notice must contain the name(s) and address(es) of the party(ies) giving the notice, a detailed list of maintenance and/or repairs which must be performed, and the date upon which, if not performed by the Owner of the offending Lot, the maintenance and/or repairs shall be performed by the party(ies) giving the notice.

6.4 Maintenance Lien. In the event Declarant (or its designee) performs maintenance and/or repairs to a Lot (and/or Improvements located thereon) belonging to another party pursuant to this Declaration, the cost of performing said maintenance and/or repairs shall be (i) paid by Declarant (or its designee), (ii) assessed to the Owner of the Lot upon which the work was performed, and (iii) a lien which shall encumber the offending Lot and benefit the party(ies) recording the lien. This lien may be foreclosed in the manner provided by Oregon law for construction liens.

ARTICLE VII GENERAL PROVISIONS

7.1 Enforcement. Except in the case of design review and approval decisions issued by the ARC, Declarant (whether still an Owner of a Lot or thereafter), its vendees, successors, and assigns, and the Owners shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration and any amendments to this Declaration, including any liens created pursuant hereto. This right specifically includes the right to seek injunctive relief for the prevention of a violation of any portion of this Declaration.

7.2 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect the validity or enforceability of any other provision of this Declaration, which shall remain in full force and effect.

7.3 Amendment. This Declaration shall run with and bind the Lots in perpetuity. So long as Declarant owns a Lot or holds a security interest in a Lot, this Declaration may not be altered without the written consent of Declarant. After such time as Declarant no longer owns a Lot or no longer holds a security interest in a Lot, this Declaration may, at any time, be amended or rescinded by an instrument executed by two-thirds (2/3) of the Owners. Notwithstanding the foregoing, Declarant reserves the right, without the consent of the Owners, to amend this Declaration in order to complete the following: (i) correct, clarify, or make minor changes to legal descriptions provided in this Declaration; (ii) correct obvious technical or typographical errors or omissions; or (iii) to conform to any requirement of the City of Bend or Deschutes County. If Declarant, in its sole discretion, determines that it is necessary to amend this Declaration for the above-stated reasons, Declarant, on behalf of itself and the Owners, is hereby authorized to execute the required amendment or amendments and record it or them in the Official Records of Deschutes County, Oregon.

7.4 Transfer of Declarant's Rights. Notwithstanding any other provision contained in this Declaration to the contrary, Declarant, in its sole discretion, shall have the right to transfer or assign any or all of its rights under this Declaration to any other party at any time.

7.5 Interpretation. If the covenants, conditions, and restrictions contained in this Declaration do not apply to a situation, then regulations promulgated by Deschutes County and/or the City of Bend shall control the interpretation or decision. If a conflict arises as to the proper interpretation of the covenants, conditions, and restrictions of this Declaration, the opinion of the ARC shall be final in resolving the conflict.

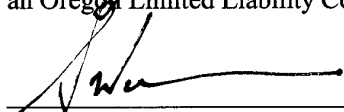
7.6 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

7.7 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, Declarant has signed this Declaration on this 3 day of May, 2007.

DECLARANT:

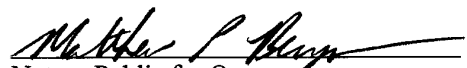
Brookwood Partners, LLC
an Oregon Limited Liability Company



Ged E. Woelke, Manager

State of Oregon)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on this 3 day of May, 2007, by Ged E. Woelke, who stated that he is the manager of Brookwood Partners, LLC, an Oregon limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the use and purpose therein mentioned, and stated that he is authorized to execute the foregoing instrument on behalf of said company.



Notary Public for Oregon
My Commission Expires: June 6, 2009

