

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SHEVLIN RESERVE LOTS 13 through 16
A SUBDIVISION**

THIS DECLARATION is made on September 26, 2005 by Shevlin Reserve, LLC (hereinafter referred to as the "Declarant"), which is the Owner of certain real property located in Bend, Oregon described as Shevlin Reserve Tentative Subdivision for Tax Lot 600, Located in Section 25, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon.

The Declarant hereby proclaims that the above-described property is subject to the following Covenants, Conditions and Restrictions ("CC&Rs") for the purpose of protecting and enhancing the value, attractiveness and desirability thereof.

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I. DEFINITIONS

BUILDABLE AREA shall mean and refer to that portion of a lot, which lies solely within the building footprint lines as defined herein and on the Master Plan.

CONTRACTOR shall mean Pennbrook Homes, Inc. and/or contractors and subcontractors as assigned.

DECLARANT shall mean and refer to Shevlin Reserve, LLC.

FAMILY shall mean and refer to one or more persons occupying a single housekeeping unit and using common housekeeping facilities; provided, unless all members are related by blood, marriage, adoption or partnership, no family consists of over five persons.

LOT shall mean and refer to any plot of land shown on a recorded plat, which subdivides the Property.

OWNER shall mean and refer to the record owner or contract buyer of the fee simple title to any lot which is a part of the Property, excluding those having such interest merely as security for the performance of an obligation. For the purposes exercising the rights granted by this Declaration, each lot will have only one vote, regardless of the number of persons who may have a co-ownership interest therein.

PROPERTY shall mean and refer to Lots 13 through 16 of the plat of Shevlin Reserve, as recorded in the Deschutes County, Oregon. Lots 1 through 12 of the plat of Shevlin Reserve shall be excluded from this Declaration and shall be subject to the terms of a separate declaration filed with the County.

STREET shall mean and refer to the public right of way as shown on a recorded plat of the Property.

II. PURPOSE AND BINDING EFFECT

The purpose of this Declaration is to enhance and protect the value and desirability of the Property for residential use. This Declaration shall run with the Property, shall be binding upon and insure to the benefit of, enjoin and pass to all parties having or acquiring any right, title or interest in the Property, their heirs, successors in interest and assigns as a servitude in favor of and enforceable by the Declarant, its vendees, successors and assigns during the term hereof.

III. ARCHITECTURAL REVIEW FOR INITIAL CONSTRUCTION ON HOUSE LOTS

No structure, fence, retaining wall, tree or other improvement of any kind may be constructed, placed or allowed to remain on, under or on any portion of the Property until the plans for said structure, fence, retaining wall, tree or other improvement plans can be evaluated. Therefore, the Declarant hereby creates the Shevlin Reserve Architectural Review Committee ("ARC").

PENNBROOK HOMES, INC.
ATTN: TERRY DONOFIO
250 N.W. FRANKLIN AVE, #204
BEND, OR 97701

A. PURPOSE OF THE ARCHITECTURAL REVIEW COMMITTEE

The purpose of the Architectural Review Committee shall be to evaluate and approve or disapprove plans and specifications of improvements to be constructed on the Property for consistency and harmony with other existing or proposed improvements elsewhere on the Property, and for adherence to the restrictions and guidelines contained in this Declaration. It is neither the purpose nor duty of the Committee to enforce any provision of this Declaration, said enforcement having been specifically reserved for the benefit of the Declarant and subsequent Owners.

B. MAKEUP OF THE COMMITTEE

The initial Architectural Review Committee shall consist of the Declarant and a paid architect consultant. Membership on the Architectural Review Committee shall be by appointment by the Declarant. The Architectural Review Committee may consist of as many members as the Declarant may appoint.

C. APPOINTMENTS, RESIGNATIONS AND TERM OF THE COMMITTEE

Following the initial ARC, appointments to and resignations from the ARC shall be evidenced by the recordation in the Deschutes County Public Records of a statement by the Declarant attesting to said appointment and the statement shall contain the current mailing address of the appointee. Any member of the ARC may resign or be discharged by the Declarant at anytime. Resignation or discharge from the ARC shall be evidenced by recordation in the Deschutes County Public Records of a statement by the resignee or the Declarant attesting to said resignation or discharge. The ARC shall be terminated upon the completion of construction, in conformance with the conditions of this Declaration, of the last of the four houses to be constructed on the House Lots.

D. METHOD OF APPLICATION FOR APPROVAL BY THE COMMITTEE

All applications for action by the Architectural Review committee shall be in writing and in duplicate, and shall be deemed to have been made when delivered in person or deposited for delivery with the United States Postal Service as Certified Mail, with a return receipt requested, or when personally delivered to a member of the Committee. See Exhibit C for use in submitting applications.

E. PRE-APPLICATION DESIGN APPROVAL

Submissions of preliminary designs to the Committee are encouraged. Such submissions, if identified as "preliminary" are intended for the convenience of the applicant, and shall not be deemed a formal application for design approval. Committee approval of a preliminary design shall not be deemed a waiver to enforce subsequently discovered violations of the design criteria contained in this Declaration.

F. INFORMATION REQUIRED FOR APPROVAL BY THE COMMITTEE

In order to gain approval for an action of the Architectural Review Committee for which approval is required, the applicant must submit to the Committee preliminary drawings and written description for the proposed improvements. Each submission must include two copies of the following documents, which must be prepared in a manner so as to be reasonably legible to the Committee:

1. A fully-dimensioned site plan, drawn to an accurate scale of at least 1" = 20', which shows the property corners, right of way and easements, and all of the existing and proposed improvements including existing and proposed grades, existing and proposed curbs and gutters, utilities, driveways, sidewalks, parking areas, fences, trees, shrubs and grown covers,
2. Elevations, sections and floor plans, drawn to an accurate scale of at least 1/4"=1',
3. Specifications which include a list of the type of all exterior materials and actual samples of all exterior colors.

4. Landscape plan showing plant materials, paving materials, drainage, exterior lighting, decks, utilities, irrigation and garbage enclosure.
5. Non-refundable check for \$500.00 for each home plan submitted.

Any applications that do not include the above-listed information will be rejected by the Committee. Such rejection will be deemed to be disapproved by the Committee

G. DECISIONS OF THE COMMITTEE

All decision of the Architectural Review Committee shall be in writing, and shall be deemed to have been taken when a written decision has been delivered or deposited for delivery with the United States Postal Service as Certified Mail, with a return receipt requested, or by personal delivery to the applicant. A majority of the Committee may render a binding decision. Interpretation and application of this Declaration and the design criteria contained herein shall be within the sole and exclusive discretion of the Architectural Review Committee.

H. TIMING OF COMMITTEE APPROVAL

In the event of Architectural Review Committee fails to approve or disapprove a properly submitted and completed request for action within thirty calendar days after the request is made, the party submitting the request may record a Notice of Intent to Construct an Unapproved Improvement in the Deschutes County Public Records, and if no objection to the proposed construction is recorded in the Deschutes County Public Records within fifteen days of recordation of said Notice, the request will be deemed to have been approved by the Architectural Review Committee.

I. CONSISTENCY OF CONSTRUCTION WITH APPROVED PLANS

Improvements must be constructed in accordance with the plans and specifications approved by the Architectural Review Committee. Approval of plans and specifications may be withdrawn by the ARC in the event improvements are not constructed in substantial conformance with the plans and specifications approved therefor. The Declarant shall have the right to enter premises under construction during daylight hours for the purpose of inspecting construction to determine conformance to the approved plans.

The Architectural Review Committee shall have the authority to grant variances to the architectural standard promulgated in this Declaration. Consent by the Committee to any variance of these architectural standards shall not constitute a precedent or in any way impair its rights to withhold approval of subsequent similar requests.

J. LIMITATION ON LIABILITY OF COMMITTEE

Neither the Architectural Review Committee 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.

K. DECLARANT EXEMPTION

Notwithstanding the foregoing in this Section III, neither the Declarant, its successors or assigns, nor any entity in which Declarant or its successor or assign holds not less than fifty percent (50%) ownership, shall be required to comply with the application and approval procedures set out in this Section, but Declarant shall be obligated to comply fully with the substantive restrictions contained in Section IV-X, inclusive.

IV. ARCHITECTURAL DESIGN GUIDELINES

Declarant shall, from time to time, develop and publish Design Review Guidelines, attached hereto in Exhibit A, for the construction of homes on the Lots. Once published, these guidelines shall be incorporated within this declaration, and may be enforced by Declarant according to the terms hereof.

V. FIRE SAFETY RESTRICTIONS

Ownership, use and occupancy of any portion of the property are subject to the following fire safety restrictions.

A. BUILDING STANDARDS

All buildings constructed on the Property shall have roofing that has a fire rating of Class A or better. All attics and under floor openings shall be screened or otherwise enclosed. Eaves shall be screened if they are enclosed. Any chimney or stovepipe connected to a device burning solid or liquid fuel shall be equipped with a screen constructed of non-flammable materials with a mesh no coarser than one half inch over its outlet. Skirting and screens of exterior siding consistent with the ARC approved plans are required for decks that sit more than 18 inches above the ground. No overhead electrical, telephone or television lines are permitted anywhere on the Property.

B. WATER SUPPLY

Each dwelling shall have a water supply that meets city requirements. Each building shall have a minimum of two garden hose outlets.

C. UTILIZATION OF OUTDOOR SPACE

No open fires are permitted at any time. Barbecues and other outdoor cooking facilities shall be continuously attended while in use. Firewood and other materials, which could provide fuel to a fire, shall be stored in a safe location, inside buildings, or, if outside, covered with a fire-resistant protective covering. All outside storage of firewood must be designed as an integral part of the dwelling's design and not visible from the public or neighbor's view.

VI. USE RESTRICTIONS

Ownership, use and occupancy of any portion of the Property are subject to the following use restrictions:

A. LAND USE

The Property may be used only for single-family residential purposes and legal home occupations.

B. FURTHER SUBDIVISION

No Lot platted by the Declarant may be further subdivided.

C. COMMENCEMENT OF BUILDING CONSTRUCTION

All dwelling construction shall be commenced by December 31, 2006, and shall be completed within nine months of the commencement of construction. In the event an owner fails to commence construction within said period, the Declarant shall have the right to repurchase that owner's lot or lots at that owner's original purchase price, less real estate commissions paid by the Declarant, with no allowance for taxes paid by the owner prior to the repurchase. The terms of said repurchase shall be identical to the terms of the original purchase by which said owners acquired the lot. This right of repurchase shall be the exclusive remedy for failure to commence construction within one year of the purchase of a lot and shall inure solely to the Declarant, and not to those claiming under it. A subsequent lot sale to a new purchaser by an Owner prior to December 31, 2006 still continues to require construction completion by October 1, 2007 regardless of the date any subsequent sale. The Declarant, its members, directors, officers and related properties shall be exempt from the requirement to commence dwelling construction within one year as contained in this paragraph.

D. NO SHORT TERM RENTALS.

No dwelling shall be rented to a non-owner for less than a thirty-day period.

VII. MISCELLANEOUS BUILDING STANDARDS

A. COMPLETION OF LANDSCAPING

Landscaping visible from the street shall be considered a part of the dwelling construction process, and shall be completed during construction prior to dwelling occupancy, unless said completion is precluded because of weather conditions. Planting strip, irrigation and regular maintenance, including weeding, between sidewalks and the street and in the back yard between the fence and Shevlin Park Road are the responsibility of the owner along and be maintained to standards consistent with landscaping and treescapes in Shevlin Meadows Phases I and II, (and not Shevlin Meadows Phase III).

B. PERMITS REQUIRED

All building, structure or fence construction shall be performed pursuant to any required permits obtained from the public entity claiming jurisdiction over the issuance of such permits.

C. 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 that are recorded therewith.

D. STRUCTURE TYPE AND SIZE

No building shall be altered, placed, constructed or permitted to remain on any lot except for one permanent single family, detached house and a garage or carport constructed contemporaneously therewith. Residential accessory structures such as hot tub or spa enclosures, garden sheds and greenhouses are permissible. Each dwelling must contain a habitable floor area, exclusive of open porches and garage, of at least 1,800 square feet if one story and 2,000 square feet if two story.

E. TEMPORARY STRUCTURES

No temporary structure, trailer, camper, motor home, basement, partially completed dwelling, garage, accessory building tent, shack or other enclosure may be used on any lot at any time as a temporary or permanent residence. The temporary and occasional parking of a camper, trailer or recreational vehicle on a lot shall be allowed. For the purpose of this section, the term "temporary" shall mean a single period not to exceed four days in length, and the term "occasional" shall mean up to and including four occurrences of any length per year. Construction trailers or temporary offices for the use of Declarant, Contractor or another building contractor during the construction of any home shall be exempt from this paragraph.

F. PARKING

Owners and occupants may keep and maintain such vehicles on their Residential Lots as may be permitted in accordance with the codes, ordinances and statutes of the City. No vehicles, boat or trailer shall be permitted to remain upon any front yard area of a Residential Lot, or on the street, or within a paved parking area other than a driveway that is located adjacent to the Dwelling and screened from view by a fence of no less than five feet in height, for any period in excess of four days.

No Owner may engage in any vehicle restoration or maintenance work beyond any continuous period of forty-eight (48) hours, 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 incident to such activity. Anything herein to the contrary notwithstanding, trailers or temporary structures for use incidental to the actual construction or reconstruction of a Dwelling on a Residential Lot may be erected, but no such temporary structure shall remain on any Residential Lot for a longer period of time than is customarily required to construct like or similar Dwellings. Declarant, however, may maintain trailers or temporary structures within the Project which are incidental to the completion of the Project. No such trailer shall be used as a residence by any Owner during construction of a Dwelling.

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 parking space for the number of vehicles the garage was designed to contain. Except for purposes of ingress or egress, all garage doors shall remain closed. Parking of vehicles on Residential Lots shall be conducted on paved surfaces only and shall be screened behind fencing, not inclusive of the side or rear fencing, of no less than five feet in height. There shall be no parking of vehicles on unpaved surfaces, such as lawns or dirt surfaces. Garage doors shall not exceed nine feet in height

G. FENCING

Fences shall conform to the design specifications contained in Exhibit B, hereto. Within 60 days of construction commencement, all Dwellings shall have a fence of Type A across the rear property line (along Shevlin Park Road). An Owner may fence the balance of the rear yard with either Type A or Type B fencing. No fencing shall extend beyond the front of any Dwelling. Fences constructed around trash enclosures, private decks or hot tubs may not exceed 3 feet in height nor may they enclose more than 60 sq. ft. of area.

Under no circumstance shall any chain-link or barbed wire fences be erected, except for security purposes in connection with the construction or reconstruction of a Dwelling.

All fences constructed on side property lines shall be maintained in good condition by the respective owners in cooperation. The cost of repair, maintenance and replacement shall be shared equally by both owners. In the event one owner fails to reimburse the other for one-half of the reasonable costs incurred, the owner having paid for the costs of the repair, maintenance or replacement shall have a right of action against the other in Deschutes County Circuit Court.

H. 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 that are screened from view, maintained in a sanitary condition and emptied weekly. No incinerators may be used on any lot at any time. An owner may maintain composting piles in a clean and sanitary condition.

I. ANIMALS

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

J. TREE CUTTING

Except as a required to comply with other provisions contained in this Declaration, no tree with a diameter greater than six inches at a point four and one half (4.5') feet above the ground at the trunk shall be cut or willfully damaged without first obtaining permission of this committee and any required permits from Deschutes County or other public entity claiming jurisdiction over tree cutting on the property.

K. SIGNS

Except as otherwise required by law, no sign visible to public view may be displayed on any lot, except the following:

1. One "Block Parent" sign
2. One "Neighborhood Watch" sign, or equivalent; and

3. One temporary "For Sale" or "For Rent" sign no larger than five hundred seventy six (576) square inches in area advertising the property upon which the sign is placed.

The Declarant is exempt from this paragraph of this Declaration, and may erect or maintain such signs and advertisements, as it deems necessary for the conduct of its business.

L. 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 two (2) days in duration.

M. 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.

N. PAINT COLOR

The paint colors shall be wood or earth tones.

VIII. PROPERTY MAINTENANCE

A. 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.

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

C. 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 as Certified Mail, with a return receipt requested. 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 will be performed by the party (ies) giving the notice.

IX. CREATION OF MAINTENANCE LIEN

In the event Declarant or its designee performs maintenance and/or repairs to a lot belonging to another party pursuant to the provisions of this Declaration, the cost of performing said maintenance and/or repairs shall be paid by the Declarant or its designee and assessed to the Owner of the lot upon which the work was performed, and shall be in 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.

X. GENERAL PROVISIONS

A. ENFORCEMENT

Except in the case of design review and approval decisions issued by the Architectural Review Committee, the Declarant (whether still an owner of a Lot or thereafter), its vendees, successors and assigns or any Owner 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. Following completion of the construction of each of the four homes on the Lots, the Declarant shall have no further right or obligation to enforce these CC&Rs, and such right and obligation shall remain solely with each Lot Owner.

B. DESIGN REVIEW AND APPROVAL

1. Notwithstanding paragraph A, above, the sole and exclusive procedure and remedy for any challenge to a design approval decision of the Architectural Review Committee shall be a suit in equity against Declarant or its successors or assigns.
2. Any judicial action or proceeding brought to challenge a final decision of the Design Architectural Review Committee shall be commenced within thirty days after issuance of the Committee's final decision of approval. Such proceeding shall be brought against Declarant, or its successors or assigns, and shall be the sole and exclusive judicial remedy available to any party.
3. All decisions of the Architectural Review Committee concerning construction or interpretation, application of any design criteria or standard contained in this Declaration shall be binding and conclusive on the parties and shall be within the sole discretion of the Board.
4. No party, including the Declarant and the Architectural Review Committee, shall have a duty to enforce any provision of this Declaration. No party, including the Declarant and the Architectural Review Committee, shall have any personal liability for acting or failing to act to enforce any provision of this Declaration. This limitation of personal liability shall not limit the right of a party to enforce any provisions of this Declaration or to recover any damages which may be suffered as a result of a violation of any provision of this Declaration.
5. Should suit or action be commenced to enforce any provision of this Declaration, the prevailing party shall be entitled to recover from the other party such reasonable attorney fees, costs and disbursements as are fixed by the courts in which said suit or action, including any appeal from decisions rendered therein, is tried or heard.

C. 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 portion of this Declaration, which shall remain in full force and effect.

D. AMENDMENT

This Declaration shall run with and bind the land in perpetuity. So long as the Declarant owns a lot or holds a security interest in a lot, this Declaration may not be altered without the written consent of the Declarant. After such time as the Declarant no longer owns a lot and 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 of the Owners.

E. TRANSFER OF DECLARANT'S RIGHTS

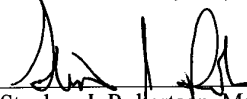
The Declarant shall have the right to transfer or assign any or all of its rights under this Declaration to another party. Upon build out of the lots within the Property, Declarant shall transfer responsibility for the architectural review to an architect of Declarant's choice. Declarant may, at that time, increase the design review fee sufficiently to compensate that architect reasonably for his time and effort in administering the duties of the ARC.

F. INTERPRETATION

If the Covenants, Conditions and Restrictions contained herein do not apply to a situation, then regulations promulgated by Deschutes County 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 Architectural Review Committee shall be final in resolving the conflict.

IN WITNESS WHEREOF, the undersigned Declarant has signed this Declaration of Covenants, Conditions and Restrictions on SEPTEMBER 26, 2005.

SHEVLIN RESERVE, LLC
By Pennbrook Homes, Inc., Manager

By 
Stephen J. Robertson, Managing Member

STATE OF OREGON)

COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me on this 26 day of September, 2005, by Stephen J. Robertson, Member, Shevlin Reserve, LLC, Declarant.



NOTARY PUBLIC FOR OREGON
My Commission Expires Sept. 23, 2006



EXHIBIT A

DESIGN REVIEW GUIDELINES

Shevlin Reserve Lots 13 through 16

THIS ADDENDUM pertains to that Declaration of Codes, Covenants and Restrictions for Shevlin Reserve Lots 13 through 16 ("Lot", "Property", and/or "Homesite") recorded on _____ at _____ in the records of Deschutes County, Oregon, by Shevlin Reserve, LLC and Pennbrook Homes, Inc., as Managing Member, pertaining to that Property commonly known as Shevlin Reserve Lots 13 through 16 of Shevlin Reserve Tentative Subdivision for Tax Lot 600, Located in Section 25, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon.

Before any improvements or alterations may be undertaken on a homesite within Shevlin Reserve Lots 13 through 16, the owners must obtain advance written approval of the proposed design from the ARC.

Both design and construction, including the construction process, must conform to the following rules and guidelines.

General Building Standards

All buildings constructed on the Property shall comply with all standards and regulations of the City of Bend or Deschutes County or the State of Oregon or any other governmental agency with jurisdiction, including, but not limited to, building heights, setbacks, police and fire safety, lot coverage, grading, drainage, lighting, or any other city, county or governmental agency regulation or requirement promulgated prior to the property receiving a Certificate of Occupancy.

Accessory or Construction Buildings

Buildings to be used as temporary construction shelter may be temporarily erected on a homesite prior to construction of the main residence building, and only in conjunction with actual construction work. Any temporary shelter or building must be approved in advance by the ARC, and removed as soon as it is not necessary. In any case the maximum allowable time for a temporary structure to be allowed on a homesite is ninety day (90 days).

Adjacent Private Property

Under no circumstances may adjacent private or development property be used for access to any other Lot, or for any construction purpose without the express and written consent of the Owner and the ARC. Adjacent property may also not be used for parking of any equipment or construction workers' vehicles. The Owner and/or his contractor or builder shall be held fully responsible for any damage to private property.

Animal Runs and Animal Restraints

All animal runs and animal restraint areas shall be pre-approved by the ARC and constructed and situated in such a way as to make them concealed or screened from the view of public rights of way and neighboring Lots.

Building Permit Requirements

Shevlin Reserve, LLC is under the auspices of the City of Bend, Deschutes County, Oregon. The County has adopted the Uniform Building Code as amended by the State of Oregon, including, but not limited to, the 2005 ORSC (Oregon Residential Specialty Codes). The City requires that a building permit be obtained prior to beginning of construction of any improvement or addition. Notwithstanding any ARC approval, City of Bend and other governmental agency requirements or restrictions take precedence.

Building Size

No building shall be altered, placed, constructed or permitted to remain on any lot except for one permanent single family, detached house and a garage or carport constructed contemporaneously therewith. Residential accessory structures such as hot tub or spa enclosures, garden sheds and greenhouses are permissible. Each dwelling must contain a habitable floor area, exclusive of open porches and garage, of at least 1,800 square feet if one story and 2,000 square feet if two story.

Building Standards

All buildings constructed on the Property shall have roofing that has a fire rating of Class A or better. All attics and under floor openings shall be screened or otherwise enclosed. Eaves shall be screened if they are enclosed. Any chimney or stovepipe connected to a device burning solid or liquid fuel shall be equipped with a screen constructed of non-flammable materials with a mesh no coarser than one half inch over its outlet. Skirting of exterior siding consistent with the ARC approved dwelling plans are required for decks that sit more than 18 inches above the ground. No overhead electrical, telephone or television lines are permitted anywhere on the Property.

Chimneys

All exterior chimneys must be made of wood, stone or brick, and must incorporate a flue shroud and a spark arrestor, if for a wood burning fireplace. A metal chimney top must be of such a color as to blend aesthetically with the residence and is subject to ARC approval.

Completion of Construction

As outlined in the Declaration, construction completion is required within nine months of construction startup. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC.

Construction Dumpster; Refuse Containment

Adequately sized refuse dumpsters shall be provided by the builder, at the builder's expense, and shall be situated on the construction site at all times during the construction period. The construction site shall be kept clean and orderly at all times, with papers, loose material and miscellaneous building supplies neatly stored or disposed of within a refuse dumpster.

Construction Noise/Behavior Guidelines

In consideration of neighbors, no loud radios or excessive unnecessary construction noise shall be permitted on a job site. No boisterous or rude behavior is allowed. Any pets belonging to construction workers must be leashed at all times and, if loud or unruly, may be removed or banned by the ARC.

Exterior construction work, or the operation of noisy construction equipment is not allowed on Sundays or national holidays, and work may not begin before 7:00 a.m. on any other day and must conclude by 7:00PM.

Construction Signage

One sign identifying the builder and the builder's Contractor Construction Board's information may be posted at the homesite. This sign may not be more than 2 feet by 4 feet in size and must be securely anchored. No other signs are allowed except for a real estate sign identifying the realtor. Signage is for informational purposes only, and all signs intended to call attention to any homesite are prohibited.

Decks, Patios, Porches and Deck/Porch Skirting

Decks, patios, and porch areas of homesites may be an integral part of living in Shevlin Reserve and affect part of the view from neighboring properties. Deck, patios and porches shall be constructed according to City of Bend code. Long, uninterrupted runs of deck will not be permitted. All decks, patios and porches will be part of the original plan submission and subject to the approval of the ARC.

Decks, patios, and porch areas, which are more than 18" above existing grade and have no living area below them shall be skirted. Elevated decks with living areas below shall have supports of not less than 6"x 6".

Design and Paint Color Repetitions

No two floor plans with the same elevation will be permitted adjacent to each other. No exterior color scheme will be repeated on adjacent homes. Paint colors shall be wood or earth tones and must be approved in advance by the ARC.

Doors, Windows, and Skylights

Reflective glass is prohibited. The use of wood window frames, either clad or painted, is encouraged. Aluminum doorframes, windows and skylights shall be bronze powder coded or anodized. Vinyl window should be color compatible with other elements of the building.

Drainage

The existing drainage on each homesite shall be carefully consider when siting and improvement. The natural drainage pattern should be preserved if possible and the drainage impact on neighboring homesites shall be taken into account in the approval process. There shall be no drainage to neighboring Lots.

Draperies and Window Coverings

All draperies and window coverings visible from outside the home should be of materials and colors which harmonize with the surroundings and design and color of the exterior structure. No bright colors or metallic or mirrored surfaces should be visible from the exterior of the structure. Consideration should be given to the aesthetic view from neighboring homesites.

Driveways

Driveway cuts into Shevlin Reserve Lots 13 through 16 lots will be limited to one per homesite unless the ARC determines that a particular site's physical layout makes such a restriction extremely difficult or impractical. Driveway widths shall be restricted to two car widths, and the amount of paved areas exposed to view from neighboring homesite or common roadways shall be kept to a minimum. Driveway material shall be asphalt, concrete, masonry, exposed aggregate concrete and broom finished concrete, pavers or other material approved by the ARC.

Exterior Antennas; Satellite Antennas

Exterior mounted radio and television antennas, are not permitted. No television satellite disks or antennas in excess of 24 inches in diameter may be visible from the roadways or other Lots.

Exterior Lighting

Exterior lighting which can be seen from roadways or neighboring homesites may be incandescent lighting, provided that no flood lights are used, and clear light bulbs are 60w or less. The light source must not be clearly visible from outside the fixture. Decorative and landscape lighting may be subject to reasonable limitations imposed by the ARC. Exterior lightning plans must be submitted to the ARC with the initial design review application.

Exterior Material Treatment

Materials used on all exterior walls shall present a consistent appearance in order to achieve a uniform design. Exterior colors must harmonize with the surrounding landscape and all colors are subject to approval by the ARC. Exterior color treatment shall be continuous on all elevations. Duplication of colors of nearby homes is discouraged.

Exterior Walls and Trim

The following materials are approved for use in exterior walls and trim:

- a. Wood: Treated with earth tone semi-transparent or solid stains, Craftsman colors or earth tone paints. Composition materials, such as Hardi Plank are acceptable. T-111 is not acceptable.
- b. Vinyl Siding: Medium to dark earth tone colors and deep "Craftsman" colors.
- c. Brick: Medium to dark earth tone colors. Light-colored brick or contrasting colored brick is discouraged.
- d. Textured masonry block: Units are not to exceed 4 inches in height and must be in dark earth tone, natural colors.

- e. Stucco: Natural colors allowed, according to ARC approval.
- f. Stone: Natural earth tone colors and local area materials are recommended. Unusually colored or bright colored stone is discouraged. All stone work is subject to ARC pre-approval.

Fencing

Fences shall conform to the design specifications contained in Exhibit B, hereto. Within 60 days of construction commencement, all Dwellings shall have a fence of Type B across the rear property line (along Shevlin Park Road). An Owner may fence the balance of the rear yard with either Type A or Type B fencing. No fencing shall extend beyond the front of any Dwelling. Fences constructed around trash enclosures, private decks or hot tubs may not exceed 4 feet in height nor may they enclose more than 60 sq. ft. of area.

Under no circumstance shall any chain-link or barbed wire fences be erected, except for security purposes in connection with the construction or reconstruction of a Dwelling.

All fences constructed on side property lines shall be maintained in good condition by the respective owners in cooperation. The cost of repair, maintenance and replacement shall be shared equally by both owners. In the event one owner fails to reimburse the other for one-half of the reasonable costs incurred, the owner having paid for the costs of the repair, maintenance or replacement shall have a right of action against the other in Deschutes County Circuit Court.

Firewood & Outdoor Storage

Firewood and all other stored materials must be out of sight of the adjacent homesites or shall be screened from all adjacent properties by a wall, fence and/or landscaping so as to minimize the impact on neighboring lots. All outdoor storage areas and enclosures shall be approved in advance by the ARC.

Foundations

Visible surfaces of concrete masonry or concrete foundation walls and piers may not exceed twelve (12") inches above finished grade unless they are faced with ARC approved masonry or finished stucco or mortar wash and painted to blend unobtrusively with adjacent materials. Foundation walls that occur under a skirted deck, such that they are no longer visible, are exempt from facing requirements stated in this section.

Grading and Excavation

Each homesite shall be developed with a minimum modification or disruption to the existing topography. All dirt, fill and debris resulting from excavation must be removed from the homesite, or applied to the landscape in a manner pre-approved by the ARC. To the extent feasible, all grading shall conform to natural contours of the land. All grading plans shall also comply with all requirements of the City of Bend.

Gutters and Downspouts

All gutters and downspouts shall be designed as a continuous architectural feature, consistent with the building design. Exposed gutters and downspouts shall be colored to blend with the surface to which they are attached.

Heating and Cooling

No roof-mounted or wall-mounted heating or cooling will be permitted. Any exterior heating and/or cooling system component shall be at ground level, adjacent to the residence, hidden from view of public and neighboring properties. All HVAC will be fully screened from view with the same materials used as siding or other ARC approved materials.

Hot Tubs and Pools

Exterior hot tubs, saunas and swimming pools must be screened from neighboring views by fencing and shall be architectural extensions of the house through the use of walls or courtyards. Above ground pools are not allowed. Designs and drawings for these features, including site plans, must be included in the submitted plans and are subject to ARC's approval so long as Declarant owns any lot within the Shevlin Reserve Project.

Landscaping

Front yard homesite landscaping is required at time of occupancy. A portion of the landscaping shall include lawn or grasses. Landscaping shall be planned to help minimize fire danger for the area and to moderate the potential of blowing dust. In areas where the owner chooses to maintain a more natural appearance for the site, excess fuels (underbrush and dead branches) must be removed and the ground brush thinned. Steps must be taken to restore unsightly scarred areas due to construction activity or other soil damage, and to remove dead plant material and refuse from the site.

Landscaping that is added must include automatic irrigation system installation. A back flow prevention device is required and must be maintained according to State of Oregon standards. Regular maintenance of the landscaping in an attractive condition is required. Front yard landscaping shall be completed prior to occupancy, except when weather prevents the installation at that time. Rear yard landscaping must be completed within 120 days from the date of occupancy, weather permitting, unless the time period is extended by the ARC.

ARC encourages the use of native plant materials. ARC also encourages the preservation of existing trees and rock outcroppings. All front yard landscape plans must be approved in advance by the ARC as an integral part of the submittal process. All proposed water features and exterior landscape lighting plans shall be shown on the house plan details and submitted for approval during the submittal process.

Berms are allowed where appropriate with a maximum height of 48 inches, unless a higher berm is specifically approved by ARC. No fences will be allowed over berms. Berm design and construction must be approved by the ARC.

ARC has pre-approved Green Planet Landscaping as a provider of plant materials for the area between the rear yard fence and Shevlin Park Road.

Planting strip, irrigation and regular maintenance, including weeding, between sidewalks and the street and in the back yard between the fence and Shevlin Park Road are the responsibility of the owner along and be maintained to standards consistent with landscaping and treescapes in Shevlin Meadows Phases I and II, (and not Shevlin Meadows Phase III).

Maintenance

Each Owner is required to keep his homesite, landscaping, and all improvements in good repair and attractive condition to the curb.

Parking

Owners and occupants may keep and maintain such vehicles on their Residential Lots as may be permitted in accordance with the codes, ordinances and statutes of the City. No vehicles, boat or trailer shall be permitted to remain upon any front yard area of a Residential Lot, or on the street, or within a paved parking area other than a driveway that is located adjacent to the Dwelling and screened from view by a fence of no less than five feet in height, for any period in excess of four days.

No Owner may engage in any vehicle restoration or maintenance work beyond any continuous period of forty-eight (48) hours, 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 incident to such activity. Anything herein to the contrary notwithstanding, trailers or temporary structures for use incidental to the actual construction or reconstruction of a Dwelling on a Residential Lot may be erected, but no such temporary structure shall remain on any Residential Lot for a longer period of time than is customarily required to construct like or similar Dwellings. ARC, however, may maintain trailers or temporary structures within the Project which are incidental to the completion of the Project. No such trailer shall be used as a residence by any Owner during construction of a Dwelling.

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 parking space for the number of vehicles the garage was designed to contain. Except for purposes of ingress or egress, all garage doors shall remain closed. Parking of vehicles on Residential Lots shall be conducted on paved surfaces only and shall be screened behind fencing, not inclusive of the side or rear fencing, of no less than five feet in height. There shall be no parking of vehicles on unpaved surfaces, such as lawns or dirt surfaces. Garage doors shall not exceed nine feet in height.

Permanent Outdoor Furniture and Accessories

The location of permanently placed outdoor furniture fixtures or equipment such as swings, picnic tables barbecues, arbors, jungle gyms, tree houses, etc. must be approved by the ARC. Outdoor furniture and accessories shall not infringe on setbacks and must be properly maintained. Swings sets and other play equipment shall painted or constructed to blend with the natural surroundings.

Prefabricated Buildings

Any building that is constructed off site and requires transportation to any lot, whole, or in partial assembly, will not be permitted. This prohibition includes mobile homes, stock modular buildings or any other structure requiring transportation and set up in a partially completed state, excluding structural insulated panels (SIP), which are built elsewhere and shipped to the site in sub-component levels. The ARC will approve SIPs that are more energy efficient and/or save construction time.

Roof Materials

Wood shakes and shingles are approved for use, subject to City of Bend building codes and Fire Department approval. Any type of wooden roofing material will require the installation of an approved exterior sprinkler system. Concern for fire potential is a major consideration. Preferred roofing materials include composition shingle, slate, tile, concrete tile and metal shake. All composition roofs shall have a minimum 30 year life. Colored, ribbed metal roofing is also permitted. All roofing materials shall be of grays or earth tones only, and material and color are subject to ARC approval.

Service Yards

Each residence shall have a screened service yard enclosing garbage and trash containers, clothes drying equipment, bicycles, outdoor maintenance equipment, etc., if such storage is not otherwise provided by other parts of the main structure (e.g., the garage). Fencing may not exceed 3 feet in height, nor may it enclose more than 60 sq. feet.

Skylights and Solar Devices

All glass, plastic, or other transparent skylight or solar devices shall be treated to eliminate glare. Clear, bronze or gray glazing is preferred over white translucent. Any solar heating system must be reviewed and approved by the ARC prior to construction. Solar heating systems to be constructed on the outside of a residence shall be reviewed in light of how they impact the aesthetics of the view from the adjacent homesites. Such systems shall require pre-approval by the ARC.

Solar Encroachment

Any plantings that interfere with the existing use of solar energy on an adjacent homesite are prohibited and improvements, may be subject to Deschutes County solar setback requirements

Standard Setbacks

Each home shall comply with the City of Bend minimum front, rear and side-yard setback requirements for the Shevlin Reserve. Each home shall also respect the terms and conditions of the recorded easements as listed on Shevlin Reserve final plat. Setback from the rear fence to the sidewalk on Shevlin Park Road to be one foot unless prevented by tree preservation or city easement requirement.

Utilities

Connection of utilities from trunk lines to individual structures must be underground. Exposed plumbing or electrical lines are not allowed. Materials and installation must conform to the electrical and plumbing codes as established by the City of Bend. Water and sewer hookups must be approved by the appropriate inspectors. All areas of excavation for site utility work must be fully restored. Utility meter panels must be hidden from view from the roadways and adjacent lots.

- Electric power is supplied to each homesite through underground cables by Pacific Power and Light. Electric and all other services to improvements on a homesite must also be underground.
- Natural gas is provided by Cascade Natural Gas Company.
- Sewer connection is located at each lot and sewer service is provided by the City of Bend. Applicable connection fees and service fees are determined by the City and individually billed to the owner.
- Water service is available at each homesite from the City of Bend.
- Underground telephone and cable TV service are also provided to each homesite.

Severability

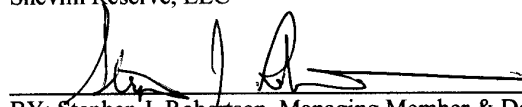
If any section, subsection, paragraph, sentence, clause or phrase of the rules and regulations is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not effect the validity of the remaining portion of these rules.

Non waiver

Consent by the ARC to any matter proposed to it, or within its jurisdiction, or failure by the ARC to enforce any violation of the rules or standards, shall not be deemed to constitute a precedent or waiver impairing the ARC's 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 and standards.

IN WITNESS WHEREOF, the undersigned, being ARC herein, has executed this instrument on ~~December 12, 2002~~ SEPTEMBER 26, 2005.

Shevlin Reserve, LLC


BY: Stephen J. Robertson, Managing Member & Declarant

STATE OF OREGON)

COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me on this 26 day of September, 2005, by Stephen J. Robertson, Managing Member, Shevlin Reserve, LLC, Declarant.


NOTARY PUBLIC FOR OREGON
My Commission Expires Sept 23, 2006

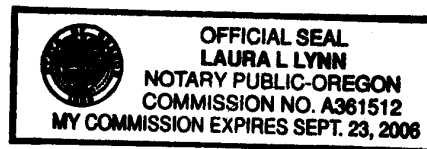
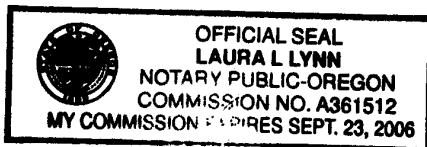


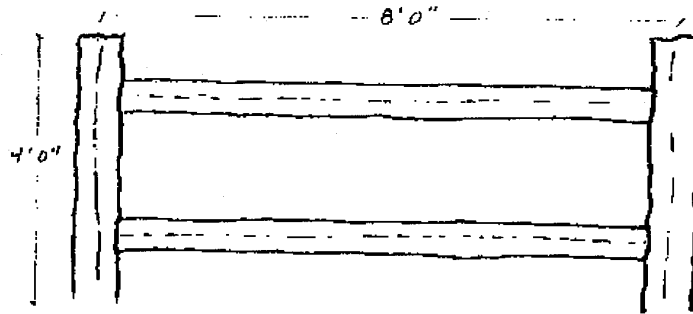
EXHIBIT B

Allowable Fencing Types

The following two types of fences shall be the only fences allowed on Lots at the Property.

FENCING TYPE A

Split rail, four feet high, with posts set no further than eight foot on center.



FENCING TYPE B

Solid cedar fencing, with cross members, five feet high, set on pressure treated or metal posts, nine foot on center. The fencing shall be constructed in a manner consistent with the fencing along Shevlin Park Road. The fence shall be stained natural cedar, with the cross members and perimeter framing members stained black. Cedar fence boards are to be attached to top and bottom rails with 2 1/2" deck screws. Cross pieces and top and bottom 1/4 arc to be cedar and attached with liquid nails and 1" sheetrock screws.

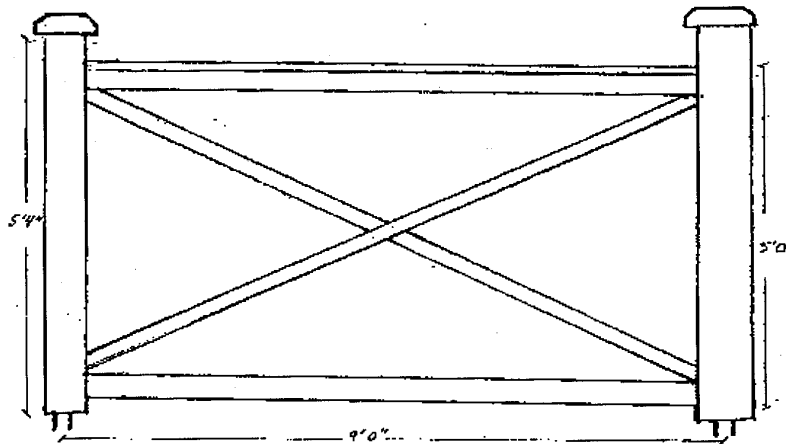


EXHIBIT C
Shevlin Reserve Lots 13 through 16
ARCHTECTURAL REVIEW COMMITTEE
Submittal Application, Deposit Form, and Agreement

Submittal Date _____

OWNER'S Name _____

PROPERTY ADDRESS/ LOT# _____

Check Here if this is for a Pre-Application Submission only: ☐

CONTACT INFORMATION:

OWNER'S CURRENT Phone Number _____

Address _____

City/State/Zipcode _____

Alternate Phone Number _____

Fax Number _____

Email address _____

Architect/Designer Name _____

Address _____

City/State/Zipcode _____

Phone Number _____

Fax Number _____

Email address _____

Contractor/Builder Name _____

Address _____

City/State/Zipcode _____

Phone Number _____

Fax Number _____

Email address _____

ARCHITECTURAL REVIEW COMMITTEE

Submittal Application & Deposit Form

Page 2 of 2

Check list of items required:

- ☐ Two copies of fully-dimensioned site plan, drawn to an accurate scale of at least 1" = 20', which shows the property, corners, right of way and easements, and all existing and proposed improvements including existing grades, existing and proposed curbs and gutters, utilities, driveways, sidewalks, parking areas, fences, trees, shrubs and grown cover.
 - ☐ Two copies of elevation, sections and floor plans, drawn to an accurate scale of at least 1/4" = 1'.
 - ☐ Two copies of specifications which include a list of the type of all exterior materials and actual samples of all exterior colors.
 - ☐ Two copies of a landscape plan showing plant materials, paving materials, drainage, exterior lighting, decks, utilities, irrigation and garbage enclosure.
 - ☐ Check for \$500.00 for each home plan submitted.
-

Agreement for Architectural Review Committee Submittal & Approval

I/we have read and understand the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for Shevlin Reserve Lots 13 through 16 A Subdivision, the Design Review Guidelines, and all Exhibits contained within.

Enclosed is a check in the amount of \$500.00, which having been delivered to the Architectural Review Committee ("ARC"), signifying my/our desire for an approval of this submittal or pre-application review within 30 days of receipt.

I/we understand that any change(s) to the exterior of the home from this original submittal, if approved, must be re-submitted to the ARC for additional review and approval BEFORE the change(s) may be made.

I/we assume responsibility for any and all damages caused by the contractor, builder, or any of their agents and/or subcontractors to adjacent public or private property.

OWNER'S SIGNATURE _____

Co-OWNER'S SIGNATURE _____

Receipt Acknowledged By _____

Date _____

Approved By: _____

Print Name _____

Date _____