

1064 131

17
17

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR YARDLEY ESTATES SUBDIVISION PHASE 5**

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-56517



\$131.00

00391897200500565170170178

08/25/2005 12:03:34 PM

D-CCR Cnt=1 Stn=1 BECKEY

\$85.00 \$11.00 \$10.00 \$5.00 \$20.00

8/1/2005

1

After recording, return to
Amerititle
15 OREGON AVENUE, BEND
Linda

**YARDLEY ESTATES SUBDIVISION PHASE 5
COVENANTS, CONDITIONS, AND RESTRICTIONS
TABLE OF CONTENTS**

SECTION

- 1 DEFINITIONS**
- 2 PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND
 RESTRICTIONS FOR YARDLEY ESTATES SUBDIVISION**
- 3 ARCHITECTURAL CONTROLS**
- 4 RESTRICTIONS**
- 5 DECLARANT'S IMMUNITY**
- 6 DURATION AND AMENDMENT OF THIS DECLARATION**
- 7 ENFORCEMENT**
- 8 ARCHITECTURAL REVIEW COMMITTEE**
- 9 EFFECT OF DECLARATION**

**DECLARATION OF
YARDLEY ESTATES SUBDIVISION PHASE 5
COVENANTS, CONDITIONS, AND RESTRICTIONS**

These Covenants, Conditions and Restrictions are made this 4th day of August 2005 by BELL DEVELOPMENT, INC, hereinafter referred to as "Declarant", as sole owner and developer of the real property in the City of Bend, Deschutes County, State of Oregon, described as Lots 99 through 117, YARDLEY ESTATES Phase 5 as recorded in Deschutes County Records.

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

YARDLEY ESTATES Subdivision is being developed as a residential community. Except where this Declaration for YARDLEY ESTATES 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 YARDLEY ESTATES Subdivision.

The term "YARDLEY ESTATES Subdivision" shall mean all of the real property now or hereinafter made subject to this Declaration.

1.2 YARDLEY ESTATES- Vision Concept.

To ensure Yardley Estates is developed and maintained to the highest practical aesthetic standards, Bell Development, Inc and the Yardley Estates Architectural Review Committee (ARC) has established certain architectural Rules and Design Guidelines.

Yardley Estates does not have a particular architectural theme. However, all of the buildings and landscapes within Yardley Estates are expected to employ high standards. High standards for design and construction will ensure architecture and landscapes that are considerate to the site and to surrounding buildings. The Architectural Standards section specifically addresses design and architectural objectives.

1.3 Declarant.

The term "Declarant" shall mean Bell Development, Inc, or its successors in interest.

1.4 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).

1.5 Lot.

The term "Lot" shall mean each lot described on a subdivision plat or partition map or any alteration there of as may be made by a valid lot line adjustment.

1.6 Declaration.

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for YARDLEY ESTATES Subdivision.

1.7 Homesite.

The term "Homesite" shall mean a Lot as defined herein.

1.8 Owner.

The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a contract of sale.

1.9 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.

For the purpose of ARC review, improvements will be broken into two categories. "Initial Improvements" and "later improvements". Initial improvements will be constructed within the first year of home construction, while later improvements will be after the first year of home construction. The term of "improvements" will cover both instances.

1.10 Streets.

The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to YARDLEY ESTATES 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.

1.11 Park Strip.

The term "Park Strip" shall mean the area between the curb and the property line excluding any sidewalk.

1.12 Fence.

The term "fence" shall mean a structural barrier which separates one space from another; which is used to define property boundaries, or which is constructed for ornamental purposes.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR YARDLEY ESTATES SUBDIVISION.

2.1 General Declaration Creating YARDLEY ESTATES Subdivision.

Declarant hereby declares that all the real property located in Deschutes County, Oregon, known as "Yardley Estates Phase 5" as recorded on July 28, 2005, and 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 YARDLEY ESTATES Subdivision run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest set forth in this Declaration.

Section 3. ARCHITECTURAL CONTROLS.

3.1 Approval Required.

No initial improvement, as defined in Section 1.9 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 by the ARC. Later improvements may be approved more informally by any means deemed acceptable to the ARC.

3.2 Procedure.

Any owner proposing to construct any improvements within the YARDLEY ESTATES 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 Initial improvements to utilize, improve and/or develop real property within the YARDLEY ESTATES Subdivision shall submit the following items for review:

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 = 20 feet or larger.

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.

Please refer to the Architectural Rules and Guidelines for additional documents 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 Tyee Development, Inc in an amount to be determined by the ARC 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 the YARDLEY ESTATES Subdivision. In the event any of the plans do not conform to the YARDLEY ESTATES 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 development concept for the YARDLEY ESTATES Subdivision shall be determined by the ARC in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, 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 general conformity with this Declaration.

3.6 Inspection.

All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within the YARDLEY ESTATES 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 occasioned through a stop work notice even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 Waiver.

Any condition or provision of paragraph 3.2 through 3.6 above may be waived by the ARC in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the YARDLEY ESTATES 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.

Section 4. RESTRICTIONS.

4.1 Access to Property.

No other private properties may be used for access or parking without that Owner's written permission.

4.2 Antennas.

Television antenna, radio antenna, satellite antenna or other receiving or transmission devices must have ARC approval before installation. 18" or less in diameter satellite dishes may be installed without ARC approval.

4.3 Appearance.

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps, air conditioners, and other service facilities located on the Lot shall be screened from view of neighboring lots at each side and streets as determined by a level 5' high site line and, are subject to approval by the Architectural Review Committee.

4.4 Chimney.

All exterior chimneys must be of wood, stone, textured masonry, or brick. Flues, caps and shrouds shall be painted to blend with roof colors, or body or trim colors as appropriate.

4.5 Clothes Drying Area.

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any front street.

4.6 Driveways and walkways.

Allowed materials for driveways include concrete and masonry. All driveways shall be finished prior to occupancy. Exceptions may be allowed with ARC approval. Builders and Builder/Owners are responsible for repair of all driveway cuts, concrete breakage of curbs, sidewalks or sidewalk aprons. The Developer and ARC representative will monitor and provide written documentation to the offending Owner. All repairs must be completed within seven (7) working days from receipt of written notification from the Developer or ARC representative.

4.7 Exterior Colors and Materials.

All exterior colors and materials including those for trim windows and doors are subject to approval by the ARC. Clearly indicate on submitted plans locations of all proposed exterior colors. Samples may be standard manufacturer's paint chip samples. Use of muted, earth related tones such as brown, green, dark red, Grey tones, Dark blue are encouraged. Other colors may be approved by ARC. All exposed exterior metals (including vent pipes, fireplace flues and flashing), PVC vents and plumbing pipes must be painted to match or blend with exterior house colors or roofing. This includes the gas furnace and gas fireplace exhausts. These metals should be located on roof areas away from view at the main front street. All exterior mechanical equipment shall be centralized and screened from view.

4.8 Exterior Lighting.

No exterior lighting shall be placed on a lot or any portion thereof without approval by the ARC. The light sources will be screen from direct viewing.

4.9 Fences and Walls.

No fences, except as shown on Diagram A, shall be placed on any lot or any portion thereof without approval by the ARC. No fence will be allowed in front yards. The front yard will be defined as the area between the street right-of-way line and the closest portion of the structure. If the structure has varied setbacks, the setback closest to the proposed fence line will be used as the guideline.

4.12 Front Entrance.

Front entrances are essential elements in creating a sense of neighborhood; as a welcoming gesture. This element to the neighborhood may be a large columnar porch, classical portal, a loggia or other architectural feature appropriate to the style of the building. All entrance features are subject to the review and approval of the ARC.

4.13 Garages.

All garages will be designed so as not to be the dominant feature on the front of the home. All designs shall be subject to ARC approval.

4.14 Garbage and Recycling Pickup.

Garbage and recycling pickup is anticipated to be along the curb. Containers will be allowed to be out the night before pickup and must be placed back in the screened area the evening of pickup.

4.15 Heating/ Cooling Systems.

Any exposed solar heating system must be approved by the ARC. All exterior elements of heating and/or cooling systems shall be out of the direct view of

neighboring homes and concealed from street view, as determined by a level 5' high site line.

4.16 House Plan Design.

The use of the same house front exterior elevation must be a minimum of 5 lots of separation along either side of the street. The intent of this rule is to avoid the repetitive, exterior sameness that results from building the same plan side-by-side on the same block.

4.17 Improvements.

Each Lot within Yardley estates Subdivision shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Home building must be completed within 9 months from the start of construction. ("Complete" means obtaining certificate of final inspection from the city.) Yards and park strip must be improved and landscaped not later than 90 days from occupancy including the park strip area between the sidewalk and curb; in the event that the house is completed in winter, a 60 day extension may be granted.

Each owner shall attempt to preserve as many trees on each lot as possible. Builders shall not disturb adjoining lots without permission. Each residence shall contain a minimum of 1500 square feet (not to include garage or storage). No T-1-11 or similar type of siding without other treatment approved by the ARC, will be allowed on the exterior walls of any home, garage or any improvement. Installation of underground sprinkler systems for front lawns and park strip of each home is mandatory. All lots shall provide a front walk a minimum of 3' in width, which access the front of the house from the sidewalk, driveway, or street, exceptions approved by ARC.

While the park strip in front of each home, (and along street side yard on corner lots), is within the street right-of-way, it is each homeowner's responsibility to install and maintain sprinklers, landscaping and any retaining wall within the park strip. Landscape strip must be maintained as landscaping and is not allowed to become a parking area

4.18 Landscaping.

All new landscaping in the front yard must have ARC approval

All disruption of the natural landscape must be repaired within 90 days. New landscaping must be completed within 30 days of occupancy. Back yards must be completed in 6 months. On unimproved lots, areas that have been disturbed and are highly visible or that constitute a dust problem must be reestablished within six months. During the winter, a 60-day extension may be granted.

Those lots with electrical transformers located in the park strip shall not plant any trees in the front and 3' feet within the side and rear of the transformer. Where the sidewalk is property tight, park strips will only be landscaped with trees and sod,

except areas that have rock outcroppings may be allowed to stay as natural landscaping.

The front yard landscape area shall be covered with a minimum of 60% grass (sod). An exception may be allowed for steep, hillside lots with approval from the ARC. No more than 30% of the front landscaped area will be landscaped with bark chips or other loose ground cover. Landscaping that blends with the natural surroundings is encouraged. All initial improvements and significant changes to the landscape design are subject to review and approval by the ARC. Minor additions to landscaping such as planting a tree or flower does not require ARC approval.

4.19 Limitation on Transfer.

No owner shall transfer either by conveyance, contract of sale or lease any interest in his Lot which would result in ownership of such Lot being held by more than eight (8) persons.

4.20 Livestock, Poultry and Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance.

All Yardley Estates home sites are within the City limits of Bend and resident animals are subject to the City of Bend leash laws. Animal nuisance ordinances are also in effect for barking and trash strewing dogs. If an animal is off the owner's home site, it must be on a leash. Please contact the City of Bend Police Department to report violations. The City of Bend is best equipped to deal with these problems and can enforce stringent fines.

4.21 Nuisances.

No obnoxious or offensive activity shall be carried on upon any Lot therein nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs that encroach on any other lot shall be trimmed and pruned if it is a nuisance to neighbors.

4.22 Occupancy.

No occupancy will be allowed before:

- (a) Final inspection and approval by the ARC and compliance with all governmental regulations.

(b) Removal of all construction waste, materials and portable toilet.

No owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private residence for the Owner, their family or their guests, except that each Owner shall be permitted to rent the unit when he is not in occupancy. The rental period shall not be less than one month. Home occupations will be allowed as under the current City of Bend Zoning Ordinance.

4.23 Outside Fixtures.

No recreational equipment, like basketball hoops or play structures, are allowed in any street. Children's play structures are only allowed in the backyard. Doghouses shall be limited to two, and only allowed in the backyard. Storage items must be screened from street with an approved fence and no closer to any street than the closest structure to the street.

4.24 Parking.

No parking on any street shall be allowed of any horse trailer, travel trailer, commercial 18-wheeler, tractor, boat trailer, camper or incapacitated motor vehicle. Boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, recreational vehicles, disabled vehicles or other similar vehicles shall not be parked or stored on any Lot in a position that is not screened by an approved fence.

No parking will be allowed at any time on the park strips. Parking will be limited to improved areas that consist of concrete or pavers in front of the home. It is each owner's responsibility to see that their guests, invitees, and lessees abide by this condition. All disabled vehicles must be stored as defined in section 4.23 above. No vehicle shall be parked in the street for more than 48 hours at a time. All temporary parking (less than 48 hours) will be done in the street, in front of garage or other improved area designated for parking. All other parking of vehicles will be considered storage must meet the guidelines set forth for storage in 4.23

4.25 Roofs.

All roofs and roofing materials shall be limited to quality composition roofs (25-year or better), slate, tile, fiberglass or other acceptable fire resistant materials approved by the ARC. No wood, shake-shingle or other highly combustible roof materials will be allowed. Roof materials shall be of earth related colors; no metal roofs are allowed. Colors shall not be bright and outstanding.

4.26 Sidewalks.

Owners are responsible for clearing sidewalks of snow and debris.

4.27 Structures and Out Buildings.

No house trailer, manufactured home, modular home, mobile home, tent, shack,

barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any Lot. No portable storage units shall be allowed.

4.28 Utilities.

No above ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

4.29 Vacant Lot.

The Owner of a vacant Lot shall maintain the Lot year round in a groomed and attractive manner so that the Lot does not become an eyesore or fire hazard and detrimental to the values of other properties.

4.30 Water and Sewer Supply.

No individual water supply system or sewage disposal system shall be permitted on any Lot.

4.31 Nondeveloped Areas

Any purchaser of property in Yardley Estates acknowledges that Yardley Estates will have other phases developing in the future and that any open space around their property is of a temporary nature. It is the declarant's intention to develop this other property into home sites.

Section 5. DECLARANTS IMMUNITY.

The Declarant has a non-exclusive right and power to enforce these Covenants, Conditions, and Restrictions, but the Declarant does not have the legal obligation to enforce or attempt to enforce the provisions hereof. In the event the Declarant refuses, neglects, fails or is negligent in enforcing or attempting to enforce these Covenants, Conditions and Restrictions there shall not exist or be created any cause of action or claim against Declarant, and each owner or any person or entity claiming by, through or from said owner hereby releases Declarant from and against any claim arising in connection with the development of Yardley estates or related to Declarant's acts or omissions in preparing, filing or enforcing these Covenants, Conditions and Restrictions and shall be stopped from making or enforcing any such claim.

Section 6. DURATION AND AMENDMENT OF THIS DECLARATION.

6.1 Duration.

The Covenants, Conditions and Restrictions of YARDLEY ESTATES Subdivision shall remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by the Owners of not less than seventy five percent (75%) of the Lots then subject to this Declaration, this Declaration, as

in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period the Covenants, Conditions, and Restrictions for YARDLEY ESTATES Subdivision are terminated as set forth above in this section.

6.2 Amendment.

This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with written consent of the Owners of seventy-five (75%) of the Lots subject to these Restrictions. Each lot in the subdivision is allowed one vote. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 7. ENFORCEMENT.

7.1 Enforcement.

The Declarant or any Owner shall have the right, but not the obligation, to enforce all the provisions of these Covenants, Conditions and Restrictions and/or any that may hereafter be enacted. Failure to enforce the restrictions shall not be deemed a waiver of a continuing violation or any similar violation.

7.2 Arbitration.

Any and all disputes, whether legal or equitable, arising directly or indirectly from the rights and obligations conferred hereby shall be resolved by binding arbitration. The parties to such a dispute shall agree upon an arbitration procedure and an arbitrator with ten (10) days of a request by one of the parties. In the event, the parties cannot agree, then each party shall select an arbitrator and those two arbitrators shall select a third. The three arbitrators shall, by majority, resolve the dispute.

The costs of the arbitration proceeding, including the arbitrator's fees, shall be shared equally by the parties to the dispute. The party prevailing in the dispute shall recover from the other parties reasonable attorney fees, including those incurred on appeal. The amount of attorney fees shall be decided by the arbitrator(s) and the arbitrator's decision in this regard shall also be binding upon the parties.

The arbitrators shall have all the authority vested in the Circuit Court for the State of Oregon, including the authority to issue injunctions, both permanent and temporary, to award damages and to decide procedural, evidentiary and substantive matters that come before the arbitrators during the dispute resolution process.

In the event the parties or the arbitrators cannot agree on the selection of the

arbitrators or the procedure to be used in the arbitration proceeding, the terms and provisions of ORS.365.300 through 365, or its successor, shall apply.

Section 8. ARCHITECTURAL REVIEW COMMITTEE.

8.1 Responsibility.

There shall be an Architectural Review Committee (ARC). The committee shall be responsible for implementation, interpretation and enforcement of the Architectural Rules and Guidelines. The committee or any of its members have the right to enforce the Yardley Estates Conditions, Covenants, and Restrictions. Each decision of the ARC made in conjunction with its responsibilities shall be conclusive, determinative and binding upon the owners and their agents. The ARC may enforce the Architectural Rules and Guidelines in the same manner and are subject to the same requirements, restrictions and effects as set forth in Section 7 hereof.

8.2 Liability.

In consideration for each committee member's consent to serve on the committee, the owners, their successors and assigns, hereby release and forever acquit each member of the committee from all acts and omissions performed in their capacity as committee members. This release includes both ministerial and discretionary acts, omissions, and decisions. No member of the committee shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the committee as a whole.

8.3 Non waiver.

The guidelines shall generally set forth the procedures owners are to follow for the approval, construction and maintenance of any improvement, landscaping and the like on any Lot within Yardley estates Subdivision.

8.4 Membership.

The ARC shall initially consist of two members appointed by the Declarant. Those members shall be Tracy Thompson, and Gary Bell. A majority of the ARC may designate a representative to act for it. In case of death or resignation of any member, the Declarant may appoint a successor. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed by said members. In the event of the deaths or resignations of all members of the ARC occurs without successors having been appointed, the Declarant shall appoint the successors.

When 90% of the homes are completed the existing ARC members will be replaced by owners, the majority of the owners will elect the new members of the ARC. In case of death or resignation of any member, the remaining member or members shall appoint a successor.

8.5 Decisions.

Except as otherwise provided herein, a majority of the Architectural Review

Committee shall have the power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee shall render its decisions in writing, copies of which shall be sent or delivered to the owner involved.

8.6 Approvals.

The ARC shall approve or disapprove plans within a reasonable time after the same has been submitted to it in writing. The ARC will not commence reviews of an applicant's submittal until ALL items noted on the Plan Review Checklist have been submitted and addressed by the applicant. There shall be no construction or disturbance of any vegetation on any lot before approval is obtained by an owner.

Approval by the ARC of any matter proposed to it shall not be deemed a waiver or a precedent impairing the ARC's right to withhold approval as to any similar matter thereafter submitted to it.

Section 9. EFFECT OF DECLARATION.

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in YARDLEY ESTATES Subdivision and shall bind, benefit and burden each Lot in YARDLEY ESTATES Subdivision, including any additions thereto. The terms of this Declaration shall inure to the benefit of the Owners of any Lot in YARDLEY ESTATES Subdivision, their successors, assigns, heirs, administrators, executors, mortgagees, invitees, or any other party claiming or deriving any right, title or interest or use in or to any real property in YARDLEY ESTATES Subdivision. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as YARDLEY ESTATES Subdivision and their successors in interest, including any person who holds such interest as security for the payment of any obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this ~~date of~~
25th day of August, 2005

By *Gary Bell*

STATE OF OREGON, County of Deschutes, ss.

August 25, 2005

Gary Bell, President of
The above named/BELL DEVELOPMENT, INC personally appeared before me and acknowledged the forgoing instrument as his voluntary act.

Before Me: *Linda Sinclair*
NOTARY PUBLIC FOR OREGON
My commission 12/21/2008

expires: _____

8/1/2005

16

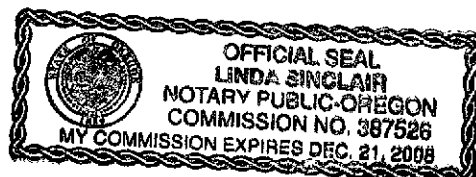
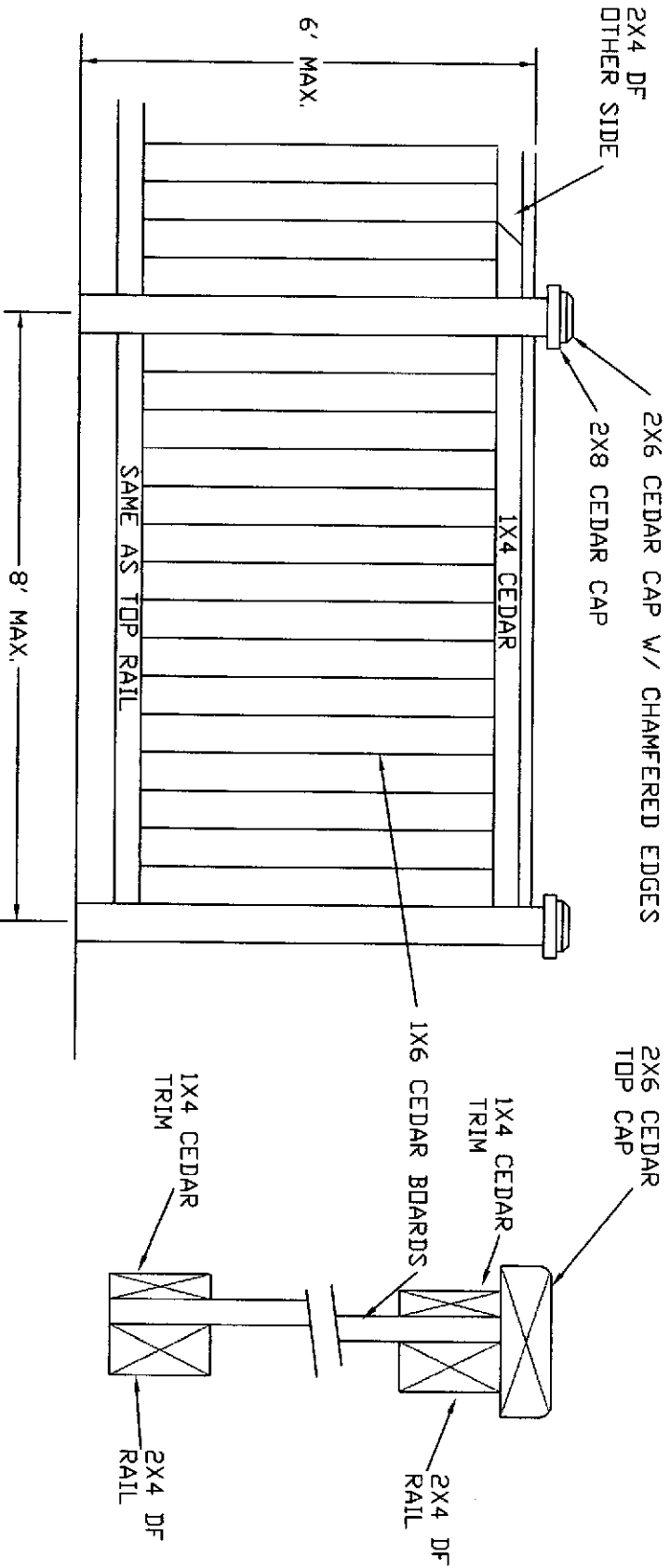


DIAGRAM "A" YARDLEY ESTATES



BOX POST