

MAIL BACK TO:

NORTH COURSE OWNERS
P.O. BOX 3591
SUNRIVER, OR 97707

500 - 0428

98-27617

DECLARANT:
NORTH COURSE ESTATES
OWNERS ASSOC.

**AMENDMENT AND RESTATEMENT OF DECLARATION AND ESTABLISHMENT
OF CONDITIONS, COVENANTS, RESERVATIONS, AND RESTRICTIONS FOR
NORTH COURSE ESTATES**

The Declaration and Establishment of Conditions, Covenants, Reservations, and Restrictions for North Course Estates, recorded in the Deschutes County Deed Records on November 8, 1988, at Vol. 173, Page 2310, No. 88-25914, together with Amendment No. 1 thereto, recorded in the Deschutes County Deed Records on April 13, 1989, at Vol. 182, Page 0509, No. 89-08294, covering the real property described in the attached Exhibit "A" is hereby amended and restated as follows.

The above-described real property shall be developed as North Course Estates (sometimes referred to as the "development") and shall be subject to all conditions, covenants, reservations, and restrictions as set forth in documents of record with respect to development of property known as "Sunriver". For purposes of further ensuring the orderly development of North Course Estates, the North Course Estates Owners Association has the power to control the buildings, structures, and other improvements placed on each lot, as well as to complement the entire development known as "Sunriver." These covenants and restrictions are for the beneficial interest of each lot within North Course Estates. They are not to be construed as an approval for construction before additional submittals are approved by both Sunriver Design Review Committee and Deschutes County. The lots within North Course Estates are to be used solely for the purpose of single-family residential dwellings. Therefore, the North Course Estates Owners Association ("Association") hereby declares as follows:

- I. All documents of record with respect to the Plan of Sunriver are incorporated herein by this reference.
- II. Subject to the documents of record with respect to the development of "Sunriver", the Association hereby reserves the power to control the buildings, structures, and other improvements placed on each lot, and in addition to the Sunriver Design Review Committee and Deschutes County rules, each private dwelling upon any such lot shall contain the following:
 - A. **USE OF PROPERTY:** No duplexes or multi-family dwellings are allowed. There shall be allowed NO overnight or otherwise short-term rental of any property within the development. The Deschutes County guidelines for assessing local motel sales tax shall govern what constitutes rental of facilities.

B. ASSOCIATION APPROVAL: Before any improvements may be submitted to the Design Review Committee, the owner must obtain an approval letter from the Association. The purpose of this section is to set forth the requirements for obtaining such approval.

Design: Each building or structure must be designed by a professional firm such as American Institute of Architecture (AIA) or American Institute of Building Design (AIBD).

Dwelling Size Minimums: Minimum of 2,000 square feet of heated living space.

Garage Minimums: Three-car garage required.

Siding: Must be 1 x 4 exterior siding or equivalent (approval of equivalent required).

Windows: Exterior wood windows with metal clad.

Roofs: Roof material and color to be approved by the Association if other than shake.

Driveways: All driveways shall be constructed of concrete pavers.

Exterior Lighting & House Numbering: All lighting and house numbers shall be consistent in design with other properties within the development.

Landscaping: The construction plan shall include plans for landscaping which shall include significant grass, which shall be maintained. The plan should allow for landscaping for the entire area of each lot.

III. Whether or not provision therefor is specifically stated in any conveyance of a lot, the owner of each and every lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications thereof have been approved in writing by the Association, who shall do so within 14 days of submission by owner to the Association. If the Association does not take any action with respect to the proposed plans and specifications within such 14-day period, they shall be deemed approved. No plans shall be submitted to Sunriver Design Review without the Association's letter of approval. These covenants, conditions, reservations, and restrictions are and each thereof are imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

IV. Each owner shall be required as a condition of ownership to be a member of the Association of homeowners of North Course Estates. The purpose of the Association shall be to share respectively in the maintenance and related costs of the common areas

within the development. An annual budget of common area costs shall be prepared and each owner shall pay to the Association the pro rata share of common area costs. The Bylaws of the Association are incorporated herein as part of this Agreement.

- V. If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person owning real property situated in the development to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from so doing or to recover damages for such violation, or both.
- VI. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.
- VII. In the event the Association employs attorneys to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or re-entry, by reason of breach, all costs incurred in such enforcement, including a reasonable attorney fee, shall be paid by the owner of such lot or lots and the Association shall have a lien upon such lot or lots to secure payment of all such accounts.
- VIII. This Declaration and Establishment of Conditions, Covenants, Reservations, and Restrictions may be amended, at a regular or special meeting of the members of the Association, by a vote of a majority of a quorum of members present in person or proxy. Any proposed amendments must be mailed to the owners 30 days in advance of the meeting in which a vote will be taken on the proposed amendments.
- IX. A. The Association referred to in Article IV shall be organized under ORS Chapter 61, under the name North Course Estates Owners Association, Inc. ("Association"). The Association shall be governed by Articles of Incorporation recorded April 13, 1989, Book 182, Page 0512, Series #89-08294 Deschutes County records and Bylaws in the form recording concurrently herewith. Said Articles and Bylaws may be amended from time to time in accordance with their provisions and with the provisions of Oregon law. It shall not be necessary in order for such amendments to be effective that they be recorded as part of any future amendment to these Declarations. Anyone desiring a copy of the current Articles of Incorporation and Bylaws may obtain such copies by requesting them from the Association Board of Directors.
- B. The Declaration and Establishment of Conditions, Covenants, Reservations, and Restrictions, including this Amendment and all future amendments, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or

the owner of any land subject to these Declarations, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless amended in accordance with the provisions herein.

C. Any notice required to be sent to any member of the Association or owner of land subject to these declarations, under the provisions of these Declarations, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

DATED this 25th day of June, 98.

NORTH COURSE ESTATES OWNERS ASSOCIATION, INC.

BY: _____

Teri Lynn Baron
Board of Directors
North Course Estates Owners Association, Inc.

State of California)
County of Santa Clara)

On June 25, 1998, before me, the undersigned, a Notary Public for said state, personally appeared Teri Lynn Baron personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the same.

Witness my hand and official seal.

Signature _____



Exhibit "A"

PLAT NO. 679

500 - 0432

NORTH COURSE ESTATES

Being a Subdivision of a Portion of "Tract D,"
Fairway Crest Village IV, situated in the N.W. 1/4 of Section 28
and the N.E. 1/4 of Section 29, Township 19 South,
Range 11 East, Willamette Meridian, Sunriver,
Deschutes County, Oregon

The boundary of which is more particularly described as follows:

BEGINNING AT THE 3" ALUMINUM CAPPED MONUMENT AT SAID "INITIAL POINT";

THENCE NORTH 09°44'37" WEST, 165.23 FEET TO A 5/8" IRON ROD;

THENCE NORTH 56°50'24" WEST, 487.24 FEET TO A 5/8" IRON ROD;

THENCE NORTH 55°01'02" WEST, 199.78 FEET TO A 5/8" IRON ROD ON THE WESTERLY BOUNDARY OF "TRACT D";

THENCE ON THE BOUNDARY OF SAID "TRACT D", THE FOLLOWING COURSES AND DISTANCES;

NORTH 32°35'08" WEST, 319.20 FEET TO A 5/8" IRON ROD;

THENCE AROUND A 321.82 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS S 83°18'58" E, 198.63 FEET), 201.93 FEET TO A 5/8" IRON ROD;

THENCE NORTH 78°42'32" EAST, 184.84 FEET TO A 5/8" IRON ROD;

THENCE AROUND A 40.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS S 65°05'22" E, 47.25 FEET), 50.55 FEET TO A 5/8" IRON ROD;

THENCE AROUND A 150.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS S 61°33'46" E, 161.96 FEET), 171.09 FEET TO A 5/8" IRON ROD;

THENCE AROUND A 40.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS S 63°21'45" E, 41.05 FEET), 43.11 FEET TO A 5/8" IRON ROD;

THENCE SOUTH 32°29'15" EAST, 37.55 FEET TO A 5/8" IRON ROD;

THENCE AROUND A 813.74 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS S 50°36'56" E, 506.38 FEET), 514.93 FEET TO A 5/8" IRON ROD;

THENCE SOUTH 68°44'39" EAST, 535.79 FEET TO A 5/8" IRON ROD;

THENCE AROUND A 222.05 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS S 39°52'59" E, 214.36 FEET), 223.70 FEET TO A 5/8" IRON ROD;

THENCE NORTH 89°55'10" WEST, 877.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.48 ACRES, MORE OR LESS.

500 - 0433

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

98 JUN 26 PM 2:55

MARY SUE PENHOLLOW
COUNTY CLERK

BY.  DEPUTY
NO. 98-27617 FEE 30-
DESCHUTES COUNTY OFFICIAL RECORDS