

93-17868

300 - 2729

Recording Requested by and when  
recorded return to:

Lisa N. Bertalan  
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1201 N.W. Wall Street, Suite 300  
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DECLARATION ESTABLISHING  
THE GOLF COURSE CONDOMINIUM SECTION AND  
SUBMITTING IT TO THE MASTER DESIGN OF BLACK BUTTE RANCH  
AMENDED AND RESTATED EFFECTIVE MAY 22, 1993

Parties Involved:

Association of Unit Owners of the Golf  
Course Condominium Section

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:

93 JUN -2 PM 3: 55

MARY SUE PENHOLLOW  
COUNTY CLERK

BY.

*Wallace*

DEPUTY

NO.

93-17868

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105<sup>00</sup>

DESCHUTES COUNTY OFFICIAL RECORDS

Recording requested by and  
when recorded return to:  
LISA N. BERTALAN  
KARNOPP, PETERSEN, NOTEBOOM, ET AL  
1201 N.W. Wall Street, Suite 300  
Bend, OR 97701

EXHIBIT A

300 - 2730

DECLARATION ESTABLISHING  
THE GOLF COURSE CONDOMINIUM SECTION AND  
SUBMITTING IT TO THE MASTER DESIGN OF BLACK BUTTE RANCH  
AMENDED AND RESTATED EFFECTIVE July 22, 1993

TABLE OF CONTENTS

SECTION 1.	Definitions . . . . .	1
1.1	Reference to Other Definitions . . . . .	1
1.2	Architectural Action . . . . .	2
1.3	Assessment . . . . .	2
1.4	Association of Unit Owners of the Golf Course Condominium Section . . . . .	2
1.5	Board of Directors . . . . .	3
1.6	Business Invitee . . . . .	3
1.7	Common Areas . . . . .	3
1.8	Common Elements . . . . .	3
1.9	Common Expenses . . . . .	3
1.10	Condominium . . . . .	4
1.11	Golf Course Condominium Architectural Review Committee . . . . .	4
1.12	General Common Elements . . . . .	4
1.13	Guests . . . . .	5
1.14	Golf Course Condominium Section . . . . .	5
1.15	Lessee . . . . .	5
1.16	Limited Common Elements . . . . .	6
1.17	Limited Common Expenses . . . . .	6
1.18	Majority . . . . .	6
1.19	Manager . . . . .	6
1.20	Master Design . . . . .	7
1.21	Private Area . . . . .	7
1.22	Private Way . . . . .	7
1.23	Unit . . . . .	7
1.24	Unit Owner . . . . .	8
1.25	Voting Rights . . . . .	8
SECTION 2.	Subjection to the Master Design . . . . .	8
SECTION 3.	Incorporation of the Oregon Condominium Act and Enforcement . . . . .	9
SECTION 4.	General Provisions for and Restrictions on Use of Private Areas and Common Elements . . . . .	10
4.1	Occupancy . . . . .	10
4.2	Maintenance of Interior of Unit . . . . .	10
4.3	Appearance . . . . .	11

4.4	Insurance . . . . .	11
4.5	Association Rules and Regulations . . . . .	11
SECTION 5. GCC Architectural Review Committee . . . . . 11		
5.1	Purpose . . . . .	11
5.2	Promulgation of Rules . . . . .	12
5.3	Committee Approval . . . . .	12
5.4	Material Required to be Submitted . . . . .	13
5.5	GCC Architectural Review Committee Discretion and Guidelines . . . . .	13
SECTION 6 Miscellaneous . . . . . 14		
6.1	Amendment and Repeal . . . . .	14
6.2	Duration . . . . .	14
6.3	Construction; Severability; Number; Captions . . . . .	15
EXHIBIT "A" . . . . .		18

**DECLARATION ESTABLISHING  
THE GOLF COURSE CONDOMINIUM SECTION AND  
SUBMITTING IT TO THE MASTER DESIGN OF BLACK BUTTE RANCH  
AMENDED AND RESTATED EFFECTIVE \_\_\_\_\_, 1993**

THIS AMENDED AND RESTATED DECLARATION ("Declaration") is made and executed this 20<sup>th</sup> day of May, 1993, by the Association of Unit Owners of the Golf Course Condominium Section ("GCC Association") to update certain provisions of the Declaration. By Declaration dated April 18, 1972, and recorded in Volume 183, Page 939, Deschutes County, Oregon, Brooks Resources Corporation, established a condominium development within the Black Butte Ranch known as the Golf Course Condominium Section ("GCC Section") and submitted the Golf Course Condominium Section to the Master Design of Black Butte Ranch, dated August 5, 1970, and recorded on August 6, 1970, in Volume 171, Page 501, Deschutes County, Oregon (hereinafter "Master Design"). The Declaration was amended on December 8, 1972. The Master Design was amended and restated effective June 13, 1989. This Declaration continues to submit the GCC Condominium Section to the Black Butte Ranch Master Design.

**SECTION 1.     Definitions.** When used herein the following terms shall have the following meanings:

**1.1   Reference to Other Definitions.** Each of the terms defined in Section 1 of the Master Design shall have the meaning set

forth in such Section 1. Other terms used in this Declaration shall have the meaning set forth in ORS 100.005 except as modified herein.

- 1.2 **Architectural Action.** "Architectural Action" shall mean any constructing, altering, expanding, changing or repairing any structure within the GCC Section, including without limitation, the alteration or refinishing of the exterior of any Common Element or any Unit, making any change in any Common Element or Unit, whether by changing the Common Element or Unit's exterior appearance, including changing the original color, materials or size of the Unit, or by excavation, fill, alteration or changes to the existing drainage or by the cutting, removal or planting of live vegetation, shrubs or trees, the installation of a utility line, outside antenna or other outside wire on any Common Element or Unit.
- 1.3 **Assessment.** "Assessment" shall mean an assessment imposed in accordance with the provisions of Articles VI and VII of the Amended and Restated Bylaws of the GCC Association ("Bylaws").
- 1.4 **Association of Unit Owners of the Golf Course Condominium Section.** "Association of Unit Owners of the Golf Course Condominium Section" shall mean any association of unit owners of condominiums within the GCC Section.

- 1.5 Board of Directors. "Board of Directors" shall mean the Board of Directors of the GCC Association.
- 1.6 Business Invitee. "Business Invitee" shall mean a person who is in the GCC Section for a business purpose of either the invitee or his invitor with the permission or pursuant to the invitation of a unit owner, lessee, the GCC Association, the Black Butte Ranch Association or the Black Butte Ranch Corporation.
- 1.7 Common Areas. "Common Areas" shall mean any area which is designated as such in the Declaration Submitting the Golf Course Condominium Section to Oregon Unit Ownership Law and any amendment or supplement thereto, and in the plat of the GCC Section or in the Declaration of Black Butte Ranch.
- 1.8 Common Elements. "Common Elements" shall mean all general common elements and limited common elements as those terms are defined below.
- 1.9 Common Expenses. "Common Expenses" shall mean expenses of administration, maintenance, repair or replacement of the general common elements; expenses agreed upon as common by all the unit owners; and expenses declared common by this Declaration or the Bylaws.

**1.10 Condominium.** "Condominium" shall mean the entire estate owned by a unit owner, consisting of the general common elements, the attributable limited common elements and the ownership of a separate interest in a unit.

**1.11 Golf Course Condominium Architectural Review Committee.** "Golf Course Condominium Architectural Review Committee" shall mean the committee appointed pursuant to the provisions of Section 5 herein (hereinafter "GCC Architectural Review Committee").

**1.12 General Common Elements.** "General Common Elements" shall mean the land, whether leased or in fee simple, except any portion thereof included in a unit; the yards, gardens and parking areas; the installations of central services such as power, light, gas, hot and cold water, heating refrigeration, air conditioning, waste disposal and incinerator; the tanks, pumps, motors, fans, compressors, ducts and all apparatus and installations existing for common use; the premises for the lodging of janitors or caretakers of the property; and all other elements of a building necessary or convenient to its existence, maintenance and safety or normal and common use.

**1.13 Guests.** "Guests" shall mean any person other than a business invitee who is in the GCC Section at the invitation of a unit owner or lessee. The term "guests" as used herein shall include two distinct categories of visitors:

(a) "Guests of Unit Owners and Lessees in Residence" shall mean those visitors to the GCC Section pursuant to the invitation or with the permission of a unit owner or lessee whose presence coincides with that of said unit owner or lessee.

(b) "Guests of Unit Owners and Lessees Not in Residence" shall mean those visitors who are present on the GCC Section pursuant to the invitation or with the permission of a unit owner or lessee while said unit owner or lessee is not in residence.

**1.14 Golf Course Condominium Section.** "Golf Course Condominium Section" shall mean the area described in Exhibit A.

**1.15 Lessee.** "Lessee" shall mean that person or persons occupying a unit in the GCC Section subject to a formal, written lease agreement, the duration of which is at least 30 calendar days.



- 1.16 Limited Common Elements. "Limited Common Elements" shall mean those common elements reserved for the use of a certain unit or number of units to the exclusion of other units including all roofs, skylights, exterior walls, common walls, foundations, columns, girders, beams, supports, halls, corridors, lobbies, stairs, fire escapes, entrances and exits of a building, decks, outside storage spaces, windows, window frames, doors, door frames and chimney stacks.
- 1.17 Limited Common Expenses. "Limited Common Expenses" shall mean expenses of maintenance, repair or replacement of a limited common element.
- 1.18 Majority. "Majority" or "Majority of Unit Owners" shall mean an absolute majority of more than 50 percent of the voting rights allocated to the Units.
- 1.19 Manager. "Manager" shall mean the Manager of the GCC Association as provided in Article III paragraph 6 of the Bylaws.

- 1.20 Master Design. "Master Design" shall mean that certain document bearing such title dated August 5, 1970, recorded in Volume 171, page 501, of the Records of Deeds, Deschutes County, Oregon, and as amended June 13, 1989, and recorded in Volume \_\_\_\_, Page \_\_\_\_, Deschutes County, Oregon.
- 1.21 Private Area. "Private Area" shall mean any area which is designated as such in the Declaration Submitting the Golf Course Condominium Section to Oregon Unit Ownership Law or any amendment or supplement thereto, in the plat of the GCC Section or in the Declaration of Black Butte Ranch.
- 1.22 Private Way. "Private Way" shall mean any area which is designated as such in the Declaration Submitting the Golf Course Condominium Section to Oregon Unit Ownership Law or any amendment or supplement thereto, in the plat of the GCC Section or in the Declaration of Black Butte Ranch or which is dedicated to such use by the GCC Association.
- 1.23 Unit. "Unit" shall mean a part of the property which is intended for any type of independent ownership, the boundaries of which are described in the Declaration Submitting the Golf Course Condominium Section to Oregon Unit Ownership Law dated February 28, 1973, and as amended March 7, 1973, and the Supplemental Declaration Submitting Phase II of the Golf

Course Condominium Section to Oregon Unit Ownership Law and Annexing Phase II to the Golf Course Condominium Section dated May 17, 1973, and as amended August 14, 1973.

1.24 Unit Owner. "Unit Owner" shall mean the person or persons who hold legal title to any unit situated upon the GCC Section, unless the record owner retains such title merely to secure an obligation and a contract purchaser is registered as a purchaser in the Manager's records, in which case such contract purchaser shall be deemed a Unit Owner.

1.25 Voting Rights. "Voting Rights" shall mean the portion of the votes allocated to a Unit which shall be one vote for each Unit.

**SECTION 2.      Subjection to the Master Design.**

2.1 Pursuant to Section 2.1 of the Master Design, the GCC Association continues to subject the GCC Section to the Master Design on the following terms:

- (a) The GCC Section is a Section under 1.21 of the Master Design.

- (b) Common areas are Common Areas for purposes of the Master Design.
- (c) All property is subject to the benefits, restrictions, limitations, Assessments, fines and penalties of the Master Design.
- (d) All areas within the GCC Section which are not Common Elements or Private Ways shall be Private Areas within the meaning of the Master Design.

**SECTION 3.      Incorporation of the Oregon Condominium Act and Enforcement.**

This Declaration hereby incorporates all of the obligations, restrictions and rights contained in the provisions of the Oregon Condominium Act, as codified in ORS Chapter 100 or as amended, except as hereinafter modified by this Declaration. The GCC Association shall have the right by any legal means to enforce all of the restrictions, obligations and rights contained in the Oregon Condominium Act and in this Declaration including, but not limited to, specific performance, injunction and an action for monetary damages. If the GCC Association has to pursue the enforcement of the Oregon Condominium Act or any of the provisions of this Declaration, then the GCC Association shall be entitled to all costs incurred to enforce any such provisions including reasonable .

attorney fees incurred as a result of litigation or otherwise and including attorney fees incurred in connection with any appeal from a decision of a trial court or any appellate court.

**SECTION 4.      General Provisions for and Restrictions on Use of Private Areas and Common Elements.**

**4.1 Occupancy.** Each Unit Owner in the GCC Section shall be entitled to the exclusive use and benefit of each Unit owned by him except as otherwise expressly provided herein, in the Master Design, the Bylaws and in the Rules of the GCC Association. No Unit Owner shall occupy, use or permit any part of his Unit to be used for any purpose other than a private residence for the Unit Owner, his family or his Guests, except that each Unit Owner shall be permitted to rent the Unit when he is not occupying the Unit. The number of persons occupying a Unit may be limited by the Manager.

**4.2 Maintenance of Interior of Unit.** Each Unit Owner shall at the Unit Owner's expense keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing, which at any time may be necessary to maintain the good appearance and condition of the interior of the Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Unit

Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, refrigerators, dishwashers, disposals, ranges, washing machines, dryers, fireplaces, woodstoves, or other equipment that may be in his Unit.

- 4.3 **Appearance.** The storage of garbage, trash, cuttings, refuse and clothes drying apparatuses is prohibited. All garbage and refuse containers within the GCC Section shall be screened from view in a manner approved by the GCC Architectural Review Committee.
- 4.4 **Insurance.** Nothing shall be done to or kept in, nor shall any condition be permitted to continue within the GCC Section, which would increase the cost of insurance to the Unit Owners or which would preclude the purchase of insurance.
- 4.5 **Association Rules and Regulations.** The GCC Association shall adopt rules pursuant to Article IX of the Bylaws.

**SECTION 5. GCC Architectural Review Committee.**

- 5.1 **Purpose.** The Board of Directors shall appoint a three (3) person committee who shall all be Unit Owners and who may also be members of the Board of Directors. The committee shall be

known as the "GCC Architectural Review Committee." The purpose of the GCC Architectural Review Committee shall be to ensure that all construction, alterations, repairs, expansions or other changes to the architectural features, materials, size or colors of any part of any structure, including all Common Elements and Units be carried out in such a manner as to preserve the original design concept of the GCC Section and to maintain uniformity throughout the entirety of the GCC Section so that an integrity of appearance is maintained throughout. In all cases in which the written consent of the GCC Architectural Review Committee is required, the following provisions, together with the provisions of the Bylaws and the Rules of the GCC Association shall govern.

**5.2 Promulgation of Rules.** Pursuant to Article IX of the Bylaws, the GCC Association shall develop rules to carry out its purpose as stated in Section 5.1. The Rules are to be supplementary to the Ranch Architectural Review Committee Rules and Regulations and to the Master Design. The Rules shall provide that a Unit Owner must obtain written consent before undertaking any Architectural Action.

**5.3 Committee Approval.** Pursuant to the Rules, the GCC Architectural Review Committee shall review all applications for Architectural Action involving any Unit or Common Element

and shall notify the Unit Owner whether such application is approved and if such application is approved, the condition for such approval. GCC Architectural Review Committee approval shall not constitute approval by the Ranch Architectural Review Committee. If the Architectural Action is approved, the Chairman of the GCC Architectural Review Committee shall forward a copy of the application together with its approval to the Ranch Architectural Review Committee for action pursuant to its rules.

**5.4 Material Required to be Submitted.** The Unit Owner may be required to submit plans, specifications and any other material the GCC Architectural Review Committee determines to be necessary to enable it to evaluate the Unit Owner's application.

**5.5 GCC Architectural Review Committee Discretion and Guidelines.** The GCC Architectural Review Committee may, in its discretion, withhold consent with respect to any application if the GCC Architectural Review Committee finds the proposal would be inappropriate for the particular Unit or incompatible with the quality and the high standards of the GCC Section. Considerations such as color, design, size, effect on other Unit Owners, disturbance of existing terrain and vegetation, and any other factors of which the GCC Architectural Review



Committee reasonably believes to be relevant, may be taken into account by the GCC Architectural Review Committee in determining whether or not to approve any application.

**SECTION 6      Miscellaneous.**

**6.1   Amendment and Repeal.** This Declaration may be amended and repealed or any provision may be added by the affirmative vote of seventy-five percent (75%) of the Units. This Declaration may not be amended so as to remove the GCC Section from the provisions of the Master Design.

**6.2   Duration.** The covenants and provisions contained in this Declaration shall run with the land affected thereby and shall be and remain in full force and effect at all times with respect to all property included within the GCC Section and the Unit Owners thereof, provided, however, that such provisions and covenants may be terminated by either of the methods provided in the second paragraph of Section 6.1 for the amendment, repeal or addition of a provision to this Declaration. Any such termination shall become effective upon the filing in the record of deeds of Deschutes County, Oregon, of a certificate of the secretary of the GCC Association certifying that termination as of a specified termination date has been approved in the manner required above.

**6.3 Construction; Severability; Number; Captions.** This Declaration shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of this Declaration. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience or reference and shall in no way limit any of the provisions of this Declaration.

IN WITNESS WHEREOF, the Association of Unit Owners of the Golf Course Condominium Section has executed this Declaration the 20<sup>th</sup> day of May, 1993, pursuant to the affirmative vote of 82/14 % of the Units.

By Samuel G. Workman  
President

By [Signature] Secretary

300 - 2748

State of Oregon       )  
                              ) ss.  
County of Deschutes )

This instrument was acknowledged before me on May 22,  
1993, by Norman A. Worthington and William L. Fletcher as  
President and Secretary of the ASSOCIATION OF UNIT OWNERS OF THE  
GOLF COURSE CONDOMINIUM SECTION.

Laurence A. Dyer  
Notary Signature

Notary for the State of Oregon  
My Commission Expires: 1/22/95

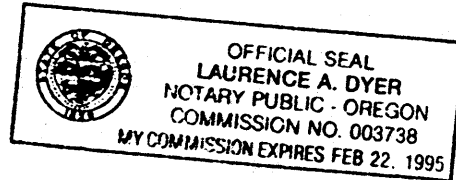


EXHIBIT "A"

A tract of land containing 5.75 acres, more or less, situated in the Southwest one-quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section Nine (9), Township Fourteen (14) South, Range Nine (9) EWM, Deschutes County, Oregon more particularly described as follows:

Beginning at the initial point which is located 1,566.21 feet South and 2,725.71 feet East of the Northwest corner of Section 9, Township 14 South, Range 9, EWM, Deschutes County, Oregon; thence North 86° 12' 00" East 764.59 feet; thence South 18° 28' 46" West 167.30 feet; thence South 54° 12' 00" West 379.64 feet; thence South 68° 49' 00" West 185.00 feet; thence South 76° 11' 00" West 259.00 feet; thence North 09° 34' 00" East 95.00 feet; thence North 02° 29' 00" East 144.24 feet; thence due North 221.00 feet to the point of beginning of this description.

Golf Course Condominium Section Phase 2

A parcel of land containing 0.97 acres, more or less, situated in the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section 9, Township 14 South, Range 9 East of the Willamette Meridian, Deschutes County, Oregon, being known as Black Butte Ranch Golf Course Condominium Section Phase 2 and being more particularly described as follows:

Beginning at a point located 1515.52 feet South and 3488.97 feet East of the northwest corner of Section 9, Township 14 South, Range 9 East of the Willamette Meridian, Deschutes County, Oregon; thence South 17° 06' 09" West 183.85 feet; thence South 60° 32' 49" West 119.56 feet; thence South 54° 12' 00" West 160.00 feet; thence North 35° 48' 00" West 100.00 feet; thence North 45° 00' 00" East 160.00 feet; thence North 60° 09' 16" East 268.97 to the point of beginning of this description and there terminating.

SUBJECT TO the rights of Brooks Resources Corporation to enter upon, construct and maintain water, sewer, utility, television and radio lines which may be required to serve any and all buildings situated upon the above described tract.