

BLACK BUTTE RANCH DECLARATION
ESTABLISHING THE LODGE CONDOMINIUM SECTION AND SUBMIT-
TING IT TO THE MASTER DESIGN OF BLACK BUTTE RANCH

THIS DECLARATION is made and executed this 6th day of August, 1970, by Black Butte Ranch Corporation, an Oregon Corporation, the "Developer", to subject the property herein to the Master Design of Black Butte Ranch and to certain covenants, restrictions, assessments, and penalties.

By instrument dated August 5, 1970, and recorded on August 5, 1970, in Volume , Page of the records of deeds of Deschutes County, Oregon, the Developer has established the Master Design of Black Butte Ranch. The Master Design contemplates Developer will organize within Black Butte Ranch a number of residential areas each of which will consist of a separate section. Each section is to have its own development plans and own restrictions as to use of the private areas within the section.

Developer has determined upon a development plan for the section within Black Butte Ranch to be known as the "Lodge Condominium Section". Developer proposes to establish and maintain a high standard for the improvement of private areas within the Lodge Condominium Section to the end that property within that Section will have a maximum value that will not deteriorate.

Developer proposes to create a condominium known as the "Lodge Condominium Section" within the area described in Exhibit "A". Accordingly, the Developer now wishes to subject said property to the Master Design and to make provisions for the conditions upon which private areas within such property may be used.

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

- 1.1 Each of the terms defined in Section 1 of the Master Design of Black Butte Ranch shall have the meaning set forth in such Section 1. Other terms used in the Declaration are defined in ORS 91.505 except as modified in 1.3, 1.4, 1.6, 1.8, and 1.9.
- 1.2 "Board of Directors" shall mean the Board of Directors of the Lodge Condominium Owners Association.
- 1.3 "Condominium" shall mean the entire estate owned by an owner, consisting of the general common elements, the attributable limited common elements and the ownership of a separate interest in a unit.
- 1.4 "General Common Elements" shall be as defined in ORS 91.505 (6) except as modified in 1.5 below.

- 1.5 "Limited Common Elements" shall be as defined in 91.505 (8) and will include all the exterior walls, common walls, and roofs of the units in a contiguous group, yards, decks, gardens, outside storage spaces, and patios if any.
- 1.6 "Lodge Condominium Section" or "Condominium Section" shall mean the area described above.
- 1.7 "Lodge Condominium Owners Association" shall mean the Association of Unit Owners of the Lodge Condominium Section formed pursuant to ORS 91.555.
- 1.8 "Manager" shall be defined in the Master Design and not as defined in ORS 91.505(10).
- 1.9 "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.
- 1.10 "Unit" shall be defined as in ORS 91.505(13) and effective upon filing of a declaration as provided in the Oregon Unit Ownership Law each such unit shall constitute a unit within the meaning of Section 1.22 of the Master Design.
- 1.11 "Unit Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to any unit situated upon the 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.

SECTION 2. Subjection to the Master Design.

- 2.1 Pursuant to Section 2.1 of the Master Design Developer declares the Lodge Condominium Section to be subject to the Master Design on the following terms:
 - (a) The Lodge Condominium Section is a section under 1.19 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 Lodge Condominium Section which are not common areas or private ways shall be private areas within the meaning of the Master Design.

SECTION 3. Use and Occupancy of Private Areas.

Each unit owner in the Lodge Condominium Section shall be entitled to the exclusive use and benefit of each unit

owned by him except as otherwise expressly provided herein and in the Master Design. The remaining portion of private areas within the Lodge Condominium Section shall constitute general or limited common elements and shall be so designated in the declaration to be filed pursuant to the Oregon Unit Ownership Law.

SECTION 4. Improvements and Alterations.

No person or association of unit owners shall construct or reconstruct any improvement or alter or refinish the exterior of any improvement within the private areas of the Lodge Condominium Section, make any change in such private areas whether by excavation, fill, alteration of existing drainage or the cutting or removal of vegetation, shrubs, or trees, install a utility line, outside antenna, or other outside wire in such area unless such person or association has first obtained the consent thereto of the Architecture Review Committee.

SECTION 5. General Provisions for and Restrictions on Use of Private Areas.

5.1 Occupancy. No owner shall occupy, use, or permit his unit or any part of his unit to be used for any purpose other than a private residence for the owner, his family, or his guests, except that each owner shall be permitted to rent the unit when he is not in occupancy. The number of persons occupying a unit may be limited by the Manager of Black Butte Ranch or the Lodge Condominium Owners Association to a reasonable number.

5.2 Improvements. Each unit within the Lodge Condominium Section shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

Except for those portions which the Manager or Condominium Association is required to maintain and repair hereunder, if any, each owner shall at the 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 conditions, and shall do all redecorating, painting, and varnishing, which at any time may be necessary to maintain the good appearance and condition of his unit. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, refrigerators, dishwashers, disposals, ranges, or other equipment that may be in or connected with his unit.

- 5.3 General and limited common element maintenance. The Manager of Black Butte Ranch shall be entitled to maintain all general and limited common elements within the Lodge Condominium Section. The Manager shall be entitled to charge the reasonable cost which it shall incur for such maintenance to the unit owners of the Lodge Condominium Section Association. The Manager shall shift the responsibility for the above maintenance to the Lodge Condominium Association when in his discretion the Association is ready and willing to assume the responsibility.
- 5.4 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, and other service facilities located within the Lodge Condominium Section shall be screened from view in a manner approved by the Architecture Review Committee.
- 5.5 Obstruction. There shall be no obstruction of the common areas or elements. Except in the case of designated storage areas, if any, nothing shall be stored on a temporary or permanent basis in the general or limited common elements without the Manager's prior written consent. This is to be construed to include, but not limited to, boats, trailers, campers, boat trailers, and snowmobiles. Automobiles will be parked in designated areas.
- 5.6 Insurance. Nothing shall be done to or kept in any of the general or limited common elements which will increase the insurance rate in the private areas.
- 5.7 Construction and Alteration. Nothing shall be altered, or constructed in or removed from or placed on the general or limited elements or the exterior of a unit except with the prior written consent of the Architecture Review Committee.
- 5.8 Domestic Animals. No domestic animals of any kind shall be raised, kept or permitted except for a reasonable number of household pets which are reasonably controlled so as not to be a nuisance to residents of the Lodge Condominium Section and are kept in conformance with the rules and regulations adopted by the Black Butte Ranch Association or the Lodge Condominium Association.
- 5.9 Lodge Condominium Association. An association shall be formed before the final declaration submitting this section to the Oregon Unit Ownership Law which automatically contains all present and future unit owners in the Lodge Condominium Section.
- 5.10 Association Rules and Regulations. The Lodge Condominium Association will adopt such rules and regulations as necessary to insure the peaceful and orderly use, and

enjoyment of all property within the section. A copy of such rules and regulations will be delivered in writing to all unit owners. Enforcement of these rules and regulations will be as the Lodge Condominium Association determines.

- 5.11 Exterior Fires. No exterior fires shall be permitted except for barbecue fires without the consent of the Manager of Black Butte Ranch.
- 5.12 Offensive or Commercial Activity. No offensive or commercial activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other owners.
- 5.13 Signs. No sign of any kind shall be displayed to public view on or from any unit or in the private area without the Manager's prior written consent.
- 5.14 Exterior lighting or noise making device. No exterior lighting or noise making device and no trees, shrubs, or other vegetation shall be placed or planted on a unit or any portion of a private area without Architecture Review Committee consent.

SECTION 6. Insurance.

The Lodge Condominium Association shall carry adequate liability insurance for the units and their interest in common and limited elements. It shall also carry fire insurance in an amount adequate to cover any loss. The Lodge Condominium Association may require such insurance be purchased by such association for all units in the section rather than by the individual owner. The fire insurance proceeds payable by reason of any loss will be used to repair, rebuild or replace the unit or interest so damaged or destroyed.

SECTION 7. Architecture Review Committee Consent.

In all cases in which Architecture Review Committee consent is required the following provisions, together with provisions contained in the Master Design shall apply:

- (a) Material required to be submitted. Where consent must be acquired by unit owners or any association of unit owners from the Architecture Review Committee plans, specifications, and any other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.

(b) Architecture Review Committee Discretion and Guidelines. The Architecture Review Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular unit or incompatible with the quality and the high design standards of the Lodge Condominium Section. Considerations such as color, design, size, view, effect on other unit owners, disturbance of existing terrain, and vegetation and any other factor of which the Architecture Review Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

(c) Failure to Act. In the event the Architecture Review Committee fails to render its decision with respect to any proposed work within the time limited set forth above, the Committee shall conclusively be deemed to have consented to the proposal.

(d) Effective period of consent. For items under Section 5 of this declaration, Architecture Review Committee consent shall be revoked one year after issuance, unless the work has been commenced or the unit owner has applied for and received an extension of time from the Architecture Review Committee.

SECTION 8. Miscellaneous.

8.1 Amendment and Repeal. Until such time as Developer has recorded a declaration submitting the Lodge Condominium Section to the Oregon Unit Ownership Law any provision of the declaration may be amended or repealed or any provision may be added by Developer's filing in the records of deeds of Deschutes County, Oregon, a certificate setting forth in full the amendment, amendments, additional provision or repeal.

After the recording of the declaration submitting the Lodge Condominium Section to the Oregon Unit Ownership Law, this declaration may be amended or repealed or any provision may be added by unit owners owning 75% of the units within the Lodge Condominium Section consenting in writing. This declaration may not be amended so as to remove it from under the provisions of the Master Design except as provided in Section 3 of the Master Design.

8.2 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 Lodge Condominium Section and the unit owners thereof

for an initial period of 45 years commencing with the date on which this declaration is recorded. Thereafter such provisions and covenants shall continue to run with the land and be and remain in full force and effect at all times with respect to all property in the Lodge Condominium Section affected thereby and the unit owners thereof for successive additional periods of 10 years each. The ~~continuation~~ from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice or consent whatever, provided, however, that such provisions and covenants may be terminated at the end of the initial or any additional period by either of the methods provided in the second paragraph of Section 8.1 for the amendment, repeal, or addition of a provision to this Black Butte Ranch declaration. Any such termination shall become effective upon the filing in the records of deeds of Deschutes County, Oregon, of a certificate of the secretary or assistant secretary of the Manager of Black Butte Ranch certifying that termination as of a specified termination date has been approved in the manner required therefor herein not less than one year prior to the intended termination date.

- 8.3 Construction; severability; number; captions. This Black Butte Ranch 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 Black Butte Ranch 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 Black Butte Ranch declaration.

IN WITNESS WHEREOF Black Butte Ranch Corporation has executed this declaration the day and year first above written.

BLACK BUTTE RANCH CORPORATION

By

R. L. Harrison
President

STATE OF OREGON, County of Deschutes

August 6, 1970

Personally appeared R. L. HARRISON, who being duly sworn, did say that he is President of BLACK BUTTE RANCH CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

M. LeRoy Newland
NOTARY PUBLIC FOR OREGON

My Commission Expires: 4-19-74

NOTARY
PUBLIC

EXHIBIT A

A tract of land containing 8.06 acres, more or less, situated in the north one-half of the northwest one-quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 10, Township 14 South, Range 9 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at the northwest corner of Section 10, Township 14 South, Range 9 East, Willamette Meridian, Deschutes County, Oregon; thence South 33° 43' 25" East 795.77 feet to the true point of beginning for this description; thence North 74° 50' 00" East 165.00 feet; thence North 81° 15' 00" East 80.00 feet; thence South 90° 10' 00" East 100.00 feet; thence South 58° 40' 00" East 30.00 feet; thence South 37° 45' 00" East 190.00 feet; thence South 00° 30' 00" West 230.00 feet; thence South 30° 15' 45" West 267.05 feet; thence Due West 245.00 feet; thence North 66° 00' 00" West 249.00 feet; thence North 17° 25' 00" West 194.97 feet; thence North 24° 03' 55" East 357.99 feet to the true point of beginning for this description.

9613

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 7th day of June, A.D. 1970 at 2:47 o'clock P. M. and recorded in Book 171 on Page 559 Records of

By [Signature] County Clerk
[Signature] Deput