

88-25914

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

NORTH COURSE ESTATES, INC. an Oregon Corporation, being the developer of the following described premises, situate within the County of Deschutes, State of Oregon:

\*\*\*\*\*enter the legal description of the property\*\*\*\*\*

## North Course Estates

North Course Estates, Inc. shall act as developer of said real property. North Course Estates 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 insuring the development of North Course Estates as a land of high standards, developer reserves 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, developer 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 developer 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:

1. USE OF PROPERTY: No duplexes nor multi-family dwellings are allowed. There shall be allowed NO overnight or otherwise short-term rental of any property within development. The Deschutes County guidelines for assessing local motel sales tax shall govern what constitutes rental of facilities.

2. DEVELOPER APPROVAL: Before any improvements may be submitted to the Design Review Committee, the owner must obtain an approval letter from developer. 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 2000 square feet of heated living space.

Garage minimums: 3 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 developer 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 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 made by the Developer, 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 Developer, who shall do so within 14 days of submission by owner to Developer. No plans shall be submitted to Sunriver Design Review without Developer'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. Developer shall act as administrator of the association until such time as all lots are sold or unless by mutual agreement with the homeowners association. An annual budget of common area costs shall be prepared and each owner shall pay to Developer as the association Administrator the pro rata share of common area costs. The by-laws of the association are incorporated herein as a 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 hereinafter set out, it shall be lawful for any other person owning real property situate in such subdivision to prosecute any proceedings at law or in equity against the persons 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 judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

VII. In the event Developer 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 developer shall have a lien upon such lot or lots to secure payment of all such accounts.

VIII. Developer retains the right to add to or deduct from these covenants, conditions, reservations and restrictions if necessary for the betterment of the development. Majority rule of the existing homeowners within the association shall govern any such changes.

*Henry F. Rogers*

FORM NO. 23 - ACKNOWLEDGMENT

STATE OF OREGON,

County of Deschutes } ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of November, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Henry F. Rogers

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Maria A. Cannon*  
Notary Public for Oregon.  
My Commission expires 12 29 91

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:

88 NOV -8 AM 10:28

MARY SUE PENHOLLOW  
COUNTY CLERK

✓  
North Course Estates, Inc.  
P.O. Box 4245  
Sunriver, Oregon 97707

BY: Phuck DEPUTY

NO. 88-25914 FEE 20  
DESCHUTES COUNTY OFFICIAL RECORDS

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