

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2001-40363



\$61.00

00010301200100403630070079

08/16/2001 03:34:49 PM

D-COA Cnt=2 Stn=2 TIFFANY

\$30.00 \$5.00 \$11.00 \$10.00 \$5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



**This page must be included
if document is re-recorded.
Do Not remove from original document.**

After recording return to:
James E. Petersen
Karnopp, Petersen, et al.
1201 NW Wall Street, Suite 300
Bend, Oregon 97701

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

The Amendment and Restatement of Declaration and Establishment of Conditions, Covenants, Reservations, and Restrictions for North Course Estates, recorded in the Deschutes County Deed Records on June 26, 1998, at Vol. 500, Page 0428, No. 98-27617, together with the amendment thereto, recorded in the Deschutes County Deed Records on August 8, 2000, at Vol. 2000, Page 31608, covering the real property described in the attached Exhibit "A" ("Declaration") is hereby amended and restated in its entirety 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 ("Sunriver"). For purposes of further ensuring the orderly development of North Course Estates, the North Course Estates Owners Association, Inc. ("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 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. In the event that the owner of a house located within North Course Estates is a natural person, such owner shall not rent his house to any third parties for periods of less than 365 days; provided, that the preceding sentence shall not prohibit such an owner from allowing the use of his house by family members. In the event that the owner of a house located within North Course Estates is an entity, rather than a natural person, such entity shall not be allowed to (i) grant to any of its officers, directors, employees, agents or clients the right to use the house for a period of less than 365 days or (ii) rent the house to any other entity or natural person for a period of less than 365 days. As used in this

paragraph, the term “rent” shall mean allowing the use of one’s house and receiving compensation in exchange therefore, regardless of the form that such compensation might take.

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 that is accredited by and in good standing with the American Institute of Architecture (AIA) or the 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 high-defined clear cedar exterior siding.

Windows: Exterior wood windows with metal clad.

Roofs: Roof material must be concrete tile, Lifetile or Monier, and the color to be approved by the Association.

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.

Damage Deposits: Any owner wishing to undertake new construction or make improvements to existing construction on such owner’s property must take all steps reasonably necessary to ensure that the contractor who will provide such services furnishes the Association with a \$500.00 damage deposit. The deposit shall cover damage to any gates, roadways, or other common areas maintained by the Association which is caused by the contractor or the contractor’s subcontractors, agents or employees. The deposit shall be paid at the time the owner submits an application for approval. If that application is ultimately denied, the deposit shall be returned to the owner in full together with such denial. Otherwise, the deposit will be refunded to the contractor following (i) the contractor’s completion of the work and (ii) the deduction by the Association of an amount necessary to repair any damage of the type contemplated by this paragraph.

Survey: A survey will be required for all new construction to verify that the building setbacks at the time the foundation pins are set and before the foundation is poured conform with those required by the Association.

Plat Map Notations: There are building requirements as noted on the recorded Plat Map #679 for North Course Estates referring to building foundation setback requirements, solar setback requirements, maximum ridge heights and other pertinent information.

C REAL ESTATE SIGNS: Real estate signs shall not be posted on individual lots.

- III.** Whether or not provision therefore 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. 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 Declaration.
- 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.** Invalidity of any of these covenants by judgment or court order shall in no way affect 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 may be amended at a regular or special meeting of the members of the Association, by vote or agreement of the owners representing 75 percent of the total votes in the Association. 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 is organized under ORS Chapter 94, under the name North Course Estates Owners Association, Inc. The Association shall be governed by Articles of Incorporation recorded April 13, 1989, Book 182, Page 0512, Series #89-08294 Deschutes County records and Amended and Restated Bylaws recorded June 26, 1998, Book 500, Page 0434, Series # 98-27618 Deschutes County records. 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.

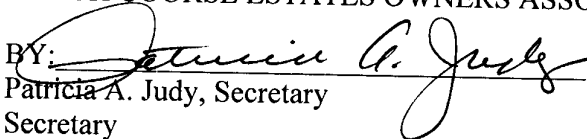
B This Declaration, including all future amendments, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (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 15th day of August, 2001.

NORTH COURSE ESTATES OWNERS ASSOCIATION, INC.

BY:


Patricia A. Judy, Secretary
Secretary

STATE OF OREGON

)
)ss.
)

County of Deschutes

The foregoing instrument was acknowledged before me this 15th day of August, 2001,
by Patricia A. Judy in her capacity as Secretary of North Course Estates Owners
Association, Inc.

Elaine Weedman
NOTARY PUBLIC FOR OREGON

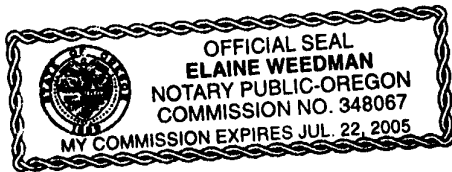


Exhibit "A"

PLAT NO. 679

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.

Exhibit "A"