

BROOKS RESOURCES CORPORATION DECLARATION
ESTABLISHING THE MT. BACHELOR CONDOMINIUMS

THIS DECLARATION is made and executed this 26th day of January, 1973, by BROOKS RESOURCES CORPORATION, an Oregon corporation, the "Developer," to subject the property herein to certain covenants, restrictions, assessments, and penalties.

Developer has determined upon a development plan for the area described as:

A portion of the Northwest Quarter of the Northwest Quarter lying East of the East right of way line of the Cascade Lakes State Highway, except for a portion of said land lying East of the East right of way line of the Cascade Lakes State Highway, Deschutes County, Oregon,

to be known as "Mt. Bachelor Village." Developer proposes to establish and maintain Mt. Bachelor Village to the end that property within that area will have a maximum value that will not deteriorate. Developer within Mt. Bachelor Village will develop a condominium area to be known as Mt. Bachelor Condominiums. The first section of condominiums will include 56 units in four stages. Subsequent sections will be added and will be subject to this declaration. Therefore, the following described property is the first section of Mt. Bachelor Condominiums and is made subject to this declaration:

Beginning at a point 473.00 feet South and 470.00 feet West of the Northeast corner of the Northwest Quarter of Section Seven (7), Township Eighteen (18) South, Range Twelve (12) East of the Willamette Meridian and running thence South 650.00 feet; thence South 30° 00' West 780.00 feet; thence North 65° 00' West 500 feet more or less to a point on the Easterly right of way line of the Cascade Lakes Highway; thence Northerly along said right of way line to a point West of the point of beginning; thence East 600.00 feet more or less to the point of beginning, Deschutes County, Oregon.

Purchasers will buy from Developer condominium units described in this declaration and shall lease an undivided interest in the land occupied by the condominium buildings.

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

- 1.1 "Association" is the Mt. Bachelor Unit Owners Association.
- 1.2 "Condominium" shall be the entire estate owned by an owner consisting of the general common elements, the attributable limited common elements, if any, and the ownership of a separate interest in a unit.
- 1.3 "Common area" is that area as designated as such in the declaration to be filed pursuant to the Oregon Unit Ownership Law and also includes all parking areas.
- 1.4 "Developer" shall mean Brooks Resources Corporation, its successors or assigns.
- 1.5 "General common elements" shall be as defined in ORS 91.515 (6), except it shall not include the land upon which any condominium building is located, yards, gardens, parking areas, outside storage spaces, or common areas described above.
- 1.6 "Leased land" is the land upon which a condominium building is located.
- 1.7 "Limited common elements" shall be as defined in ORS 91.505 (3) and will include all the exterior walls, common walls, and roofs of the units in a contiguous group, the yards, decks, gardens, outside storage spaces, and patios, if any.
- 1.8 "Private ways" are paths and walkways as designated in the declaration filed pursuant to the Oregon Unit Ownership Law.
- 1.9 "Section" shall mean Mt. Bachelor Condominiums.
- 1.10 "Unit" shall be as defined in ORS 91.505 (13).
- 1.11 "Unit owner" shall mean the record owner, whether one or more persons or entities of title to any unit, unless the record owner retains such title merely to secure an obligation and a contract purchaser from such record owner is registered as a purchaser in the association records, in which case such contract purchaser shall be deemed the unit owner.

SECTION 2. Land Classification and Uses.

- 2.1 Private Ways. Each unit owner is granted a non-exclusive easement to use the private roadways for purposes of walking thereon or traveling thereon by appropriate means. Each unit owner may permit his guests and invitees to use the private ways for such purposes. Use of the private ways shall be subject to the rules and regulations of the Association and developer. Developer may use the private ways for its own purposes and for the purpose of location of utilities thereon. By granting the right to resident unit owners, their guests and invitees and others to use the private ways, developer does not intend to dedicate the private ways to the public, but rather intends to reserve the private character of such ways.
- 2.2 Common Areas. Each unit owner is granted a non-exclusive easement to use the common areas subject to the rules and regulations of the Association and developer. Common areas will be used for such recreational or other purposes as may be permitted by the rules and regulations of the Association and developer. The Association shall be responsible for the maintenance, operation, and expenses of the common areas. Each unit owner shall pay his proportionate share of common area real property taxes as described in his lease.
- 2.3 Developer's Areas. Developer will own and may develop certain areas, including but not limited to areas for certain recreational and service facilities.

SECTION 3. Subjection to Rules and Regulations of Association.

Each unit owner in the section shall be entitled to the exclusive use and benefit of each unit owned by him except as otherwise expressly provided herein. Upon leasing the unit and leasing the leased land the lessee shall be deemed to have covenanted that he will use and permit the use of the property only in accordance with this declaration, the Association rules and regulations, and that he will abide by and cause all those who come upon his premises to abide by the restrictions, covenants, and conditions contained in this declaration, as well as the Association rules and regulations.

SECTION 4. Improvements and Alterations.

No person shall construct or reconstruct any improvement or alter or refinish the exterior of any improvement within the private

areas of the section, make any change in any 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 unless such person has first obtained the written consent thereto of the Association.

Section 5. General Provisions for and Restrictions on Use of Units.

- 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 Association to a reasonable number.
- 5.2 **Improvements.** Each unit within the section shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Except for those portions which the 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 condition, 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 **Maintenance.** The Association shall be entitled to maintain all general and limited common elements, common areas, and private ways within the section. The Association shall be entitled to charge the reasonable cost which it shall incur for such maintenance to the owners.
- 5.4 **Appearance.** All garbage, refuse, refuse containers, refuse, and refuse containers, clothing, drying apparatus, and other service facilities shall be screened from view in a manner approved by the Association.
- 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 Association'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 parking areas.

- 5.6 Insurance. Nothing shall be done to or kept in any of the general or limited common elements, common areas, or private ways which will increase the insurance rate in the section.
- 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 Association.
- 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 section and are kept in conformance with the rules and regulations adopted by the Association.
- 5.9 Mt. Bachelor 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 Mt. Bachelor Condominiums.
- 5.10 Association Rules and Regulations. The 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 Association determines.
- 5.11 Exterior Fires. No exterior fires shall be permitted except barbecue fires without the consent of the Association.
- 5.12 Offensive or Commercial Activity. No offensive or commercial activity shall be carried on. Nothing shall be done which may be or become an annoyance or nuisance to other persons or property in the section.
- 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 Association's prior written consent.
- 5.14 Exterior Lighting or Noise-making Devices. 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 Association consent.

SECTION 6 Assessments.

- 6.1 The Association shall have the right to impose assessments against each unit owner for each unit owned by him. Such assessments shall be applied uniformly to all except no assessment shall be imposed with respect to a unit which has never been sold or rented. On or before 30 days before the annual Association meeting the Association shall fix the amount of the assessment to be imposed during the ensuing calendar year and shall notify each person who is then a unit owner of the amount of the assessment to be imposed for such year. The Association shall determine the date of payment of the assessment.
- 6.2 Assessments shall be for the payment of taxes, insurance, garbage and trash removal, maintenance of private ways and common areas, cost of collecting assessments, costs of enforcing Association rules and regulations, administration expense, and such other expenses the Association may authorize or approve.

SECTION 7. Insurance.

The Association shall carry liability insurance for the units, their interest in common and limited elements, the common areas, and private ways. The developer shall be a named insured in all liability policies. The Association shall also carry fire insurance in an amount adequate to cover any loss. The Association may require insurance be purchased by the 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 8. Enforcement.

- 8.1 The Association or any unit owner shall have the right to enforce by any proceeding in law or equity all the provisions of this declaration.
- 8.2 Each maintenance assessment or charge levied by the Association, together with interest thereon, shall be a separate, distinct, and personal debt and obligation of a unit owner or against whom the maintenance assessment, or charge is levied or imposed or from whom the amount is due. If the unit owner fails to pay any such assessment or charge or any installment thereof when due the unit owner shall be in default and the assessment or charge not paid together with interest, costs, and attorneys' fees as elsewhere provided for herein shall become a lien upon the unit or units owned by the person from whom the assessment or charge is due upon the filing by the Association in the

records of mortgages of Deschutes County, Oregon, a notice of lien setting forth the amount due and a description of the units against which the lien is imposed. Such lien shall not take effect until notice thereof has been so filed. Such lien shall be subordinate to any lien of any mortgage upon any unit which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The Association may commence proceedings to foreclose any such lien in the same manner as real property mortgages at any time within three years following the date of such filing.

- 8.3 Interest. Any amount not paid to the Association when due in accordance with this declaration shall bear interest from the date due until paid at the rate of 10 percent per annum.
- 8.4 Expenses and Attorneys' Fees. In the event that the Association shall bring any suit or action to enforce any provision contained in this declaration to collect any money due to it thereunder or to foreclose a lien, the defendant in such suit or action shall pay to the Association all costs and expenses which the Association shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorney's fees therein, including attorney's fees incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court.
- 8.5 These remedies are not exclusive but shall be in addition to all other remedies available in law or equity.

SECTION 9. Additional Area.

Developer may add additional areas or sections to Mt. Bachelor Condominiums. If such sections are added to that described in this declaration they shall be subjected to the provisions of this declaration and the unit owners in such areas shall become equal members of the Association.

SECTION 10. Miscellaneous.

- 10.1 Amendment and Repeal. Until such time as developer has recorded a declaration submitting the Village 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 this 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 percent of the units of the developed stages, and developer if there are undeveloped stages, within the section consenting in writing.

10.2 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 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 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 declaration. Any such termination shall become effective upon the filing in the records of deeds of Deschutes County, Oregon of a certificate of the president of the Association 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.

10.3 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, BROOKS RESOURCES CORPORATION has executed this declaration the day and year first above written.

BROOKS RESOURCES CORPORATION

By Marvin C. May
Assistant Secretary

STATE OF OREGON, County of Deschutes, ss:

January 26, 1973

Personally appeared MARVIN C. MAY, who, being sworn, stated that he is the Assistant Secretary of BROOKS RESOURCES CORPORATION and that this instrument was voluntarily signed in behalf of the corporation by authority of its Board of Directors. Before me:

William L. Jones
Notary Public for Oregon
My Commission Expires: 12-21-74



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STATE OF OREGON

County of Deschutes

I hereby certify that the within and

second of writing was received by me

the 26 day of Jan, A.D. 1973

at 4:45 PM at Rock, Id. and record

in book 172 on Page 142 Received

by Deeds

ROSEMARY PATTERSON

County Clerk

My Signature

STATE OF OREGON
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the 26 day of Jan, A.D. 1973
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