

BLACK BUTTE RANCH DECLARATION ESTABLISHING THE
SPRING HOMESITE SECTION AND SUBJECTING
IT TO THE MASTER DESIGN OF BLACK BUTTE RANCH

THIS DECLARATION is made and executed this 28th day of *May*, 1971 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 August 6, 1970 in Volume 171 page 501 of the records of deeds of Deschutes County, Oregon, the "Developer" has established the Master Design of Black Butte Ranch.

The Master Design of Black Butte Ranch contemplates the 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 plan and its own restrictions as to the use of the private areas within the section.

Developer has created plans for a Section within Black Butte Ranch to be known as "Spring Homesite Section". Homes within this Section will be attractive either for permanent or recreational use. There will be common areas within this Section available for the use of all Black Butte residents. Developer proposes to establish and maintain a high standard for the improvement of private areas within the Spring Homesite Section to insure a maximum value is created and maintained for those who acquire homesites there.

Developer now wishes to subject to the Master Design the real property described in Section 1.2 below and desires to make provision 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 All definitions contained in the Master Design, Section 1 will apply to this declaration.

Additionally:

1.2 "Spring Homesite Section" will be that portion of Black Butte Ranch described in that plat dated _____ and filed in Volume _____ page _____ of record of Townplats, Deschutes County, Oregon.

1.3 "Lot" is a unit under 1.22 of the Master Design.

SECTION 2. Subjection to Master Design.

2.1 Pursuant to Section 2.1 of the Master Design of Black Butte Ranch, Developer declares the Spring Homesite Section to be subject to the Master Design on the following terms:

(a) Each lot shown on the plat of the Spring Homesite Section shall constitute a private area for the purpose of the Master Design of Black Butte Ranch.

(b) "Unit Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to any lot situated in 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.

- (c) Common areas are ~~common~~ areas for purposes of the Master Design.
- (d) All property is subject to the benefits, restrictions, limitations, assessments, and penalties of the Master Design.

SECTION 3. Use and Occupancy of Private Areas.

Each unit owner 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.

SECTION 4. Construction and Alterations of Improvements in Private Areas.

No person or association of unit owners shall construct or reconstruct any improvement on any unit, or alter or refinish the exterior of any improvement on any unit, make any change in any unit, whether by excavation, fill, alteration of existing drainage or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna or other outside wire on a unit unless such person or association of unit owners has first obtained the consent thereto of the Architecture Review Committee or such changes are made in accordance with the published rules of the

Architecture Review Committee. The Architecture Review Committee will be heavily influenced by the "Suggested Building and Access Areas" found in each lot description given to the buyer at time of sale.

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

- 5.1 Maintenance of Units. Each unit and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.
- 5.2 Type of Building. No building other than a family dwelling for private use may be constructed on any unit. No mobile home or trailer may be used as a residence.
- 5.3 Temporary Structures. Temporary structures which have been approved by the Architecture Review Committee shall be permitted on a unit during the period of construction of a dwelling house. However, any such temporary structure shall be removed within 30 days after completion of the dwelling house or within one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a unit during construction only in these approved structures.
- 5.4 Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring units and common areas in a manner approved by the Architecture Review Committee.

- 5.5 Signs. No signs shall be placed or kept on a unit other than a sign 10" x 24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs provided by the Manager shall be used to advertise a unit for sale. The number of "For sale" signs in a section can be limited by the Manager of Black Butte Ranch. The Manager shall allot the limited number of signs on a just and equitable basis.
- 5.6 Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.
- 5.7 Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any unit nor shall anything be placed or constructed on any unit or anything done on a unit which interferes with or jeopardizes the enjoyment of other units, common areas or private areas within the Spring Homesite Section.
- 5.8 View. The height of improvements or vegetation and trees on a unit shall not materially restrict the view of other unit owners. The Architecture Review Committee shall be the sole judge of the suitability of such heights. If the Architecture Review Committee determines there is such restriction in the view of other unit owners, written notice shall be delivered to the offending unit owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architecture Review Committee, the Manager shall enter the offending unit, complete the removal or reduction, charging the owner of the unit the reasonable cost

for the work done. This section is not to be read as justification to create views not present when the unit was originally purchased.

5.9 Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the Manager.

5.10 Parking. A minimum of two parking places must be provided for each unit and must meet the standards set by the Architecture Review Committee.

5.11 Lighting. No exterior lighting or noise making devices shall be installed or maintained on a unit without written Architecture Review Committee consent.

5.12 Planting. No trees, shrubs, or other vegetation shall be planted on a unit or removed therefrom without written Architecture Review Committee consent or in accordance with published rules of the Architecture Review Committee.

5.13 Fire Hazard. In the event a unit owner allows the condition of his unit to be such as to constitute a fire hazard the Manager may invoke the provisions of Section 11.2 of the Master Design allowing for entry and change by the Manager at the owner's expense. In this case notice and waiting requirements are reduced to seven (7) days. The Manager after consulting with the Black Butte Ranch Association Board of Directors shall determine what constitutes a fire hazard.

SECTION 6. Uses Prohibited Without the Consent of the Manager.

6.1 Unless the Manager of Black Butte Ranch has consented in writing

no parts of any area, including private areas of the Spring Homesite Section shall be used in any of the following ways:

- (a) As a parking or storage place on a permanent basis for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles.
- (b) As a place to raise domestic animals of any kind except for a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other units.
- (c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

6.2 The Manager may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, which shall become part of the Black Butte Ranch Rules and Regulations unless 50 percent of the section owners disagree in writing within ten (10) days of receiving notice of the proposed rules.

6.3 A vote of 50 percent of the unit owners of the section can adopt, amend, or repeal such rules.

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:

7.1 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 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.

- 7.2 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 high design standards of the Spring Homesite 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.
- 7.3 Failure to Act. In the event the Architecture Review Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 7.1 the Committee shall conclusively be deemed to have consented to the proposal.
- 7.4 Effective Period of Consent. For items under Section 4 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. Easement. The Manager of Black Butte Ranch reserves an easement five (5) feet on each side of all unit property lines or as indicated in the plat for the section, for the installation of utilities and all service items.

SECTION 9. Annexation. Developer may from time to time annex to the Spring Homesite Section any real property within Black Butte Ranch. The annexation shall be accomplished by Developer's stating in the Black Butte Ranch declaration pursuant to which any such area is subject to the Master Design of Black Butte Ranch that such area is to be a part of the Spring Homesite Section. In any such declaration Developer shall state the extent to which such additional areas shall be subject to the covenants and restrictions herein set forth and shall set forth any additional covenants and restrictions applicable to such additional areas.

SECTION 10. Miscellaneous.

10.1 Amendment and Repeal. Unit owners owning 75 percent of the units within the Spring Homesite Section may consent in writing to the amendment or repeal of a provision or to the addition of new provisions to this declaration. This declaration is not to 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.

10.2 Duration. The covenants and provisions contained in Sections 3 through 9 of 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 Spring Homesite 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 Spring Homesite 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 Section 10.1 of the amendment, repeal, or addition of a provision of this Black Butte Ranch 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 or assistant secretary of the Manager of Black Butte Ranch certifying that termination as of a specified termination date has been approved in a manner required therefor herein not less than one year prior to the intended termination date.

10.3 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 provisions.

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 of reference and shall in no way limit any of the provisions of this Black Butte Ranch declaration.

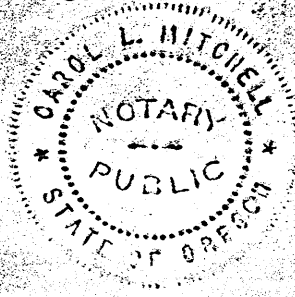
IN WITNESS WHEREOF Black Butte Ranch Corporation has executed this declaration the day and year first above written.

BLACK BUTTE RANCH CORPORATION

By Rob. Harrison
President

STATE OF OREGON, County of Deschutes May 28 1971

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:



Carol L. Mitchell
Notary Public for Oregon

My Commission Expires: Aug 25, 1974

2-11-57

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STATE OF OREGON

County of Deschutes

INDEX I hereby certify that the within instrument of writing was received for Record the 28 day of May A.D. 19 71 at 1:29 o'clock P. M. and recorded in Book 176 on Page 119 Records of Deschutes

ROSEMARY PATTERSON
County Clerk

By Mary Ann Schubert Deputy

