

4179

SUNRISE DECLARATION ESTABLISHING

ABBOT HOUSE

AND

ANNEXING ABBOT HOUSE

TO

MEADOW VILLAGE

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**SUNRIVER DECLARATION ESTABLISHING ABBOT HOUSE  
AND ANNEXING ABBOT HOUSE TO MEADOW VILLAGE**

and subjecting property therein to certain covenants, restrictions, assessments, fines, and penalties.

By instrument dated June 20, 1968 and recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon, at Page 198 SUNRIVER PROPERTIES, INC., an Oregon corporation, "the Developer," has established the Plan of Sunriver.

The Plan of Sunriver contemplates that Developer will create within Sunriver a number of residential areas, each of which will consist of a separate "village." Each village is to have its own development plan and own restrictions as to the use of private areas within the village.

Developer has determined upon a development plan for a village within Sunriver to be known as "Meadow Village." The Plan contemplates that Meadow Village will be a community with diverse types of dwelling arrangements. Homes within Meadow Village will be attractive either for permanent residence or for recreational use. Owners of homes within Meadow Village will have available common areas within Meadow Village for their use along with residents of Sunriver as set forth in the Plan of Sunriver.

Developer proposes to establish and maintain a high standard for the improvement of private areas within Meadow Village to the end that property within Meadow Village will have a maximum value for those who acquire it and will not deteriorate in value.

Developer plans to subject to the Plan of Sunriver the areas which will eventually constitute all of Meadow Village in several stages. By instrument dated June 20, 1968, entitled "Sunriver Declaration Establishing Meadow Village - Area 1," Developer subjected to the Plan of Sunriver the initial area which is to constitute part of Meadow Village. Such declaration was recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon, at Page 437. Such declaration provided that additional areas might be annexed to Meadow Village by virtue of a Sunriver declaration.

Developer owns certain real property in Deschutes County, Oregon, which is improved with a multiple occupancy building which consists of 20 single family dwelling units. The real property together with the multiple occupancy building is commonly known as "Abbot House." Developer now wishes to subject



Abbot House to the Plan of Sunriver, to annex such property to Meadow Village and to make provision for the conditions upon which private areas within such property may be used.

NOW, THEREFORE, Developer does hereby declare and provide as follows:

## SECTION 1

### Definitions

When used herein the following terms shall have the following meanings:

1.1 Incorporation by Reference. Each of the terms defined in Section 1 of the Plan of Sunriver shall have the meaning set forth in such Section 1. Each of the terms defined in Section 1 of the Sunriver Declaration Establishing Meadow Village - Area 1 shall have the meanings set forth in such Section 1.

1.2 "Abbot House" shall mean the area described on Exhibit A attached hereto.

1.3 "Sunriver Declaration Establishing Meadow Village - Area 1" shall mean that certain document bearing such title dated June 28, 1968, recorded on June 20, 1968 in Volume 159 of the Records of Deeds of Deschutes County, Oregon, at Page 237.

1.4 "The Project" shall mean Abbot House.

## SECTION 2

### Subjection of Abbot House to Plan of Sunriver, Annexation to Meadow Village and Declaration as to Restrictions as to Use of Private Areas

2.1 Plan of Sunriver. Pursuant to Section 2.1 of the Plan of Sunriver, Developer does hereby declare that Abbot House shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) The property described as Parcel II on Exhibit A attached hereto shall constitute a private way within the meaning of Section 1.13 of the Plan of Sunriver.

(b) The property described as Parcel I on Exhibit A attached hereto shall constitute a private area within the meaning of Section 1.11 of the Plan of Sunriver.

2.2 Annexation to Meadow Village. Developer hereby declares that Abbot House shall be a part of that certain village known as Meadow Village referred to in the Sunriver Declaration Establishing Meadow Village - Area 1. Abbot House accordingly is hereby annexed to Meadow Village.

2.3 Declaration of Restrictions. The covenants and restrictions set forth in Sections 4 through 8, inclusive, of the Sunriver Declaration Establishing Meadow Village - Area 1 shall not be applicable within the Project except to the extent that they are stated in this instrument. All private areas within the Project are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument, the Plan of Sunriver, and the Sunriver Declaration Establishing Meadow Village - Area 1.

### SECTION 3

#### Provisions Affecting Construction and Alterations of Improvements in Private Areas

No person shall construct or reconstruct any improvement or alter or refinish the exterior of any improvement within any private area in the Project, make any excavation or fill in such area, make any change in the natural or existing surface drainage in such area or install a utility line, outside antenna or other outside wire in such area unless such person has first obtained the consent thereto of the Design Committee.

### SECTION 4

#### General Provisions for and Restrictions on Use of Private Areas

4.1 Maintenance of Improvements. Improvements within the Project shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

4.2 Residential Use. No unit within the Project shall be occupied by more than one family, its servants and guests. At no time shall any building other than single or multiple family dwelling structures be constructed on the Project.

4.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clotheslines and other service facilities located within the Project shall be screened from view from common areas and private ways in Sunriver in a manner approved by the Design Committee. All grounds and parking areas shall be maintained in a neat and attractive condition.



4.4. Signs. No signs shall be placed or kept within the Project other than signs stating the name of the occupant, the address of the unit or the Project, and the name of the Project, except that in the event that a unit owner wishes to advertise his unit for sale, rent or lease he may do so provided that he shall use for the purpose a sign provided by or approved by the Administrator of Sunriver.

4.5. Offensive Activities. No offensive activity shall be carried on in any unit or any other portion of the private area, nor shall anything be done or placed thereon which interferes with or jeopardizes the enjoyment of other units within the Project or within the portion of the private area within the Project which will not constitute part of a unit.

### SECTION 5

#### Uses Prohibited Without Design Committee Consent

Unless the consent of the Design Committee has first been obtained none of the following shall be done within any portion of the private area within the Project:

(a) No trailer, truck camper, boat or boat trailer shall be parked on any portion of such private area, including the parking lots and carports, except on a temporary basis.

(b) No exterior lighting or noise-making devices shall be installed or maintained on a unit or in any other portion of such private area.

(c) No trees, shrubs or other vegetation shall be removed from such private area and no trees, shrubs or other vegetation shall be placed thereon.

### SECTION 6

#### Uses Prohibited Without Consent of the Administrator

Except with the consent of the Administrator of Sunriver, no part of the private area within the Project shall be used in any of the following ways:

(a) No trailer, truck camper, boat or boat trailer shall be placed or kept on any part of such private area, including the parking lots and carports, for temporary periods of time.

(b) No domestic animals of any kind shall be raised, kept or permitted on a unit or on any portion of such private area.

and other than a reasonable number which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to residents within the Project.

(2) No commercial activities of any kind shall be carried on in any unit or in any other portion of such private area, except that this restriction shall not prevent operation of the Project for apartment rental purposes or development and sale of residential units therein.

(3) No exterior fires shall be permitted within such private area other than barbeque or trash disposal fires contained within receptacles therefor.

The Administrator 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 Sunriver Rules and Regulations.

#### SECTION 7

##### Design Committee Consent

In all cases in which Design Committee consent is required hereunder the following provisions together with provisions contained in the Plan of Sunriver shall apply:

7.1 Work by Unit Owners. In case any unit owner wishes to do any work on his unit with respect to which Design Committee consent is required the unit owner shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Design Committee shall render its decisions with respect to the proposal as quickly as is reasonably possible, but in no event later than seven days after it has received all material required by it with respect thereto.

7.2 Work by Project Owner or Association of Unit Owners. In case the Project owner or any association of unit owners organized pursuant to the Oregon Unit Ownership Law shall desire to perform work within the Project for which Design Committee consent is required, such entity shall submit to the Design Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Design Committee shall render its decision with respect to the proposal within 30 days after it has received all material required by it with respect thereto.

7.3 Design Committee Discretion. The Design Committee may at its discretion withhold consent with respect to any proposed work if the Committee finds that the proposed work would

be inappropriate for the particular unit or incompatible with the high design standards that the Developer intends for Meadow Village. Considerations such as color, design, size, effect on the enjoyment of unit owners within the Project, disturbance of existing terrain and vegetation and any other factors which the Design Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposed work.

7.4 Design Committee's Failure to Act. In the event the Design Committee fails to render its decision with respect to any proposed work within the time limits set forth above, the Committee shall conclusively be deemed to have consented to the proposal.

7.5 Effective Period of Consent. Design Committee consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the applicant has applied for and received an extension of time from the Design Committee.

## SECTION 8

### Miscellaneous

8.1 Amendment and Repeal. With the consent of the Administrator of Sunriver any provisions of this Sunriver Declaration may be amended or repealed or any provisions may be added by either of the methods described in Section 12.1 of the Sunriver Declaration Establishing Meadow Village -   
Sunr 1.

Any amendment or repeal of a provision of this Sunriver declaration or additional provision shall become effective only upon the filing in the records of deeds of Deschutes County, Oregon, of a certificate of the secretary or assistant secretary of the Administrator of Sunriver setting forth in full the amendment, amendments, additional provision or repeal approved as provided in this Section and certifying that said amendment, amendments, additional provision or repeal have been approved in the manner required therefor herein.

8.2 Duration. The covenants and provisions contained in Sections 3 through 7 hereof 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 Project and the unit owners thereof for an initial period of 45 years commencing upon June 20, 1968. 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 Project affected thereby and the owners thereof for



...additional periods of ten years each. The continuation from any initial or any additional period into the next subsequent period shall be automatic and without the necessity of any action or consent whatsoever, provided, however, that such continuation and covenants may be terminated at the end of the period of any additional period by either of the methods provided in Section 5.1 for the amendment, repeal or addition of a provision to this Survivor Declaration. Any such termination shall become effective upon the filing in the records of deeds of the County of Marion, of a certificate of the secretary of the County of Marion, of the Administrator of Survivor or of a specified termination date has been approved by the County of Marion not less than one year prior to the intended termination date.

**Construction; Severability; Manner; Captions.** This Survivor Declaration shall be construed as an entire document for the purposes stated in the introductory paragraphs of this declaration. Nevertheless, each provision of this Survivor 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 this or any other provision.

As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall include the masculine, feminine and neuter, as the context may require. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Survivor Declaration.

IN WITNESS WHEREOF Sunriver Properties, Inc., has executed this declaration as of this 13th day of July, 1973.

SUNRIVER PROPERTIES, INC.

By Charles D. Allie  
Charles D. Allie, President

John O. Kelly  
Secretary

COUNTY OF OREGON )

) ss.

County of Deschutes )

On this 11<sup>th</sup> day of July, 1973, personally appeared before me John O. Noffs, who, being duly sworn, he said and say that he is the President of SUNRIVER Properties, Inc., and that said instrument was executed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Barbara B. Boyer  
 Notary Public for Oregon  
 My commission expires: 7/11/77



## EXHIBIT A

Legal Description of Abbot House

## PARCEL I - Private Area

A tract of land lying in the Northwest quarter of Section 5, Township 20 South, Range 11 East of Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the Northeast corner of said Section 5; thence South  $89^{\circ}10'19''$  West along the North line of said Section 2652.33 feet to the North quarter corner of said Section; thence South  $12^{\circ}34'49''$  West 1675.76 feet to the point of beginning; thence South  $16^{\circ}20'10''$  West 245 feet; thence South  $73^{\circ}39'50''$  East 105.72 feet; thence North  $16^{\circ}20'10''$  East 245 feet; thence North  $73^{\circ}39'50''$  West 105.72 feet to the point of beginning.

## PARCEL II - Private Way

A strip of land 40 feet in width having 20 feet on either side of the following described centerline:

Commencing at the Northwest corner of Section 5, Township 20 South, Range 11 East, Willamette Meridian; thence South  $89^{\circ}10'19''$  West along the North line of said Section 2652.33 feet to the North quarter corner of said Section; thence South  $12^{\circ}34'49''$  West 1675.76 feet; thence South  $73^{\circ}39'50''$  East 125.72 feet to the point of beginning; thence South  $16^{\circ}20'10''$  West 245 feet; thence South  $24^{\circ}24'53''$  West 129.68 feet; thence South  $58^{\circ}57'59''$  East 98.54 feet; thence South  $85^{\circ}33'56''$  East 83.87 feet; thence South  $48^{\circ}39'7''$  East 105.76 feet; thence South  $84^{\circ}53'42''$  East 67.93 feet; thence North  $65^{\circ}13'44''$  East 71.89 feet; thence South  $40^{\circ}11'10''$  East 67.69 feet; thence South  $13^{\circ}50'8''$  West 49.32 feet to the North right of way of Abbot Drive as platted in Meadow Village, the terminus of the above-described strip, being North  $73^{\circ}39'55''$  East along the North right of way of Abbot Drive 1668.16 feet from the intersection of the centerline of Center Drive and the North right of way of Abbot Drive as platted in Meadow Village.



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STATE OF CALIFORNIA

County of Butte

I hereby certify that the within instrument

was duly recorded in the office of the

Recorder of Deeds on the 11 day of July A.D. 1979

at 11:00 o'clock P.M. and was indexed

in Book 197 on Page 113. Records

of

ROSEMARY PATTERSON

County Clerk

By *James L. Patterson* Deputy