

89-08243

SUNRIVER DECLARATION ANNEXING THE RM-11 CHURCH SITE
TO MEADOW VILLAGE

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

By instrument dated December 29, 1985, and recorded on January 3, 1986, in volume 113 of the Official Records of Deschutes County, Oregon, at page 1158, SUNRIVER PROPERTIES OREGON LTD., an Oregon limited partnership, "the Developer", has established The Consolidated Plan of Sunriver.

The Consolidated Plan of Sunriver contemplates that Developer will organize within Sunriver a number of residential areas known as "Villages". Each village is to have its own development plan and own restrictions as to the use of property within the area.

Developer has determined upon a development plan for the R-11 Church Site and desires to annex it to Meadow Village which was created by instrument dated entitled Sunriver Declaration Establishing Meadow Village - Area 1 and recorded on June 20, 1968, in Book 159, Page 237, Deed Records, Deschutes County, Oregon.

Developer proposed to establish and maintain a high standard for the improvement of this area within Sunriver to the end that property within the area will have a maximum value and be a positive influence upon the Sunriver community.

Developer now wishes to subject the property described in Exhibit "A" and known as RM-11 Church Site to The Consolidated Plan of Sunriver to annex the property to Meadow Village and to make provision, for the conditions upon which the area may be used.

Now, therefore, Developer does hereby declare and provide as follows:

SECTION 1
Definitions

When used herein the terms referred to below shall have the following meanings:

1.1 Incorporation by Reference. Each of the terms used in this Declaration and defined in Section 1 of The Consolidated Plan of Sunriver shall have the meanings set forth in such Section 1. Each of the terms defined in Section 1 of the Sunriver Declaration Establishing Meadow village shall have the

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Bend Title Company

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW

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meanings set forth in such Section 1. In the event of an irreconcilable inconsistency, The Consolidated Plan shall control.

1.2 "Improvement" shall mean every building or structure of any kind, fence, wall, driveway or utility facility.

1.3 "The RM-11 Church Site" shall mean the area described in Exhibit "A", attached hereto and by this reference incorporated herein.

1.4 "The Consolidated Plan of Sunriver" shall mean the instrument dated December 29, 1985, and recorded on January 3, 1986, in Volume 113 of the Official Records of Deschutes County, Oregon, at page 1158.

1.5 "Sunriver Declaration Establishing Meadow Village" shall mean that certain document dated recorded June 20, 1968, in Book 159, Page 237, Deed Records, Deschutes County, Oregon.

SECTION 2

Subjection of RM-11 Church Site to The Consolidated Plan of Sunriver, and Declaration as to Restrictions on Use of the RM-11 Church Site at Sunriver

2.1 The Consolidated Plan of Sunriver. Pursuant to Section 2.01 of The Consolidated Plan of Sunriver, Developer does hereby declare that RM-11 Church Site shall be subject to The Consolidated Plan of Sunriver on the following terms and conditions:

(a) RM-11 Church Site shall constitute a private area for purposes of The Consolidated Plan of Sunriver. The owner of the property shall be an "owner" within the meaning of Section 1.14 of The Consolidated Plan of Sunriver.

(b) Areas designed as "common areas" shall be common areas for all purposes of The Consolidated Plan of Sunriver.

(c) All property within RM-11 Church Site shall be subject to and entitled to the benefits of all of the terms, benefits, covenants, conditions and restrictions contained in The Consolidated Plan of Sunriver except as otherwise set forth herein. Among other things, each owner shall enjoy the easements set forth in Sections 3.03 and 3.04 thereof and will be required to pay the maintenance assessments for which provisions is made in Section 7 thereof.

2.2 Declaration of Restrictions. All of the property shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument and in The Consolidated Plan of Sunriver.

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2.3 "Annexation to Meadow Village". Developer hereby declares that the RM-11 Church Site shall be a part of that certain Village known as Meadow Village referred to in the Sunriver Declaration Establishing Meadow Village, and further shall be a part of Sunriver and accordingly is hereby annexed to Sunriver and subjected to The Consolidated Plan of Sunriver.

SECTION 3
Use and Occupancy of the RM-11 Church Site

Each owner of RM-11 Church Site shall be entitled to the exclusive use and benefit of the property owned by him, except as otherwise expressly provided herein and in The Consolidated Plan of Sunriver.

SECTION 4
Provisions Affecting Construction and Alteration
of Improvements in Private Areas

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

SECTION 5
General Provisions for and Restrictions
on Use of Private Areas

5.1 Maintenance. The grounds of and improvements of private areas 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 Temporary Structures. Temporary structures which have been approved by the Design Committee shall be permitted on the property during the period of construction of an improvement. However, any such temporary structure shall be removed within 30 days after completion of the improvement or within one year after the date upon which the temporary structure was erected, whichever period first expires.

5.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, oil tanks, clothes lines and other service facilities shall be screened from view from neighboring properties and common areas in a manner approved by the Design Committee.

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5.4 View. In some cases it will be important that owners restrict the height of vegetation and trees growing thereon to the end that the view of other unit owners shall be preserved to the greatest extent possible. Limitation as to the height of improvements will be accomplished through the provisions contained in Section 4. The Design Committee shall have the responsibility for determining what trees or other vegetation in a private area unreasonably interfere with the view of other unit owners. In any case in which the Design Committee shall determine that there is such interference it shall send a notice in writing to the owner on whose property the offending trees or vegetation are located, which notice shall set forth the extent to which trees or vegetation shall be pruned or removed. If within 30 days of receipt of such notice the owner has not caused the trees or other vegetation to be pruned or removed to the extent required by the Design Committee, the Administrator of Sunriver at its expense may do such work, provided that the Administrator of Sunriver, if it desires, may charge the cost of such work, to the owner who has requested the pruning or removal of such trees or other vegetation.

5.5 Permitted Activities. No activity shall be carried on the property nor shall anything be done or placed upon the property except as permitted by the Sunriver Master Plan and the Planned Community Ordinance, as the same may be amended from time to time by Deschutes County.

5.6 The foregoing provisions are in addition to and not in lieu of any other terms or provisions of The Consolidated Plan of Sunriver and Design Manual as they currently exist or may be amended from time to time.

SECTION 6

Uses Prohibited Without the Consent of the Administrator

Except with the consent of the Administrator of Sunriver no property in a private area at Sunriver shall be used in any of the following ways:

(a) No domestic animals of any kind shall be raised or permitted on the property other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to other units.

(b) No exterior fire shall be permitted on any property other than barbeque or trash disposal fires contained within receptacles therefor.

(c) No use shall be permitted which is contrary to the use restrictions set forth in The Consolidated Plan of Sunriver

or any other use restriction adopted pursuant to The Consolidated Plan of Sunriver.

SECTION 7
Design Committee Consent

In all cases in which Design Committee consent is required hereunder the following provisions together with the provisions contained in The Consolidated Plan of Sunriver and Design Committee Manual, as they may be hereafter modified or amended, shall apply:

7.1 Major Construction. In the case of initial or substantial additional construction of an improvement, the owner shall first give the Design Committee notice of his intentions and obtain from the Design Committee any site studies it has made of the owner's parcel. Thereafter, the owner shall proceed to prepare and submit to the Design Committee such plans and specifications for the proposed work as the Committee may require. Material required by the Committee may include, but not necessarily be limited to, the following:

(a) A plot plan including contours, location of existing trees, plants and other significant natural features, grading and drainage plan, proposed removal of trees, landscaping plan, location of utility installations and location of all improvements.

(b) Working drawings and specifications for all construction.

(c) Drawings showing elevations, exterior materials and exterior color scheme of all improvements.

The Design Committee shall render its decision with respect to the proposal in accordance with the provisions of The Consolidated Plan of Sunriver and Design Committee rules and regulations.

7.2 Minor Work. In the case of minor additions or remodeling, change or existing exterior color scheme or exterior material, removal or planting of trees, shrubs or other vegetation, or any work not referred to in Section 7.1 above, the 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 decision with respect to the proposal as quickly as is reasonably possible in accordance with the provisions of The Consolidated Plan of Sunriver and Design Committee rules and regulations.

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7.3 Design Committee Discretion. The Design Committee may withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular improvement not in conformity with the rules reasonably promulgated by the Design Committee or not in reasonable conformity with the design standards prevalent with the private areas at Sunriver. Considerations such as siting, shape, size, color, design, cost effectiveness, height, impairment of the view from other parcels within Sunriver or other effect on the enjoyment of other parcels or common areas, disturbance of existing terrain and vegetations, 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 prescribed time limits, the Applicant may request a decision pursuant to Section 8.05 of The Consolidated Plan of Sunriver.

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 owner has applied for and received an extension of time from the Design Committee.

7.6 Completion of Authorized Work. Unless the consent of the Design Committee has first been obtained, any improvement on any private area must be completed within a period of one year from the date upon which construction of the same was commenced.

7.7 Notices upon Completion. Promptly after completion of any work covered herein the owner shall give written notice of completion to the Design Committee. Within 30 days after receipt of such notice the Committee shall inspect the completed work and give written notice to the owner of any respects in which the completed work fails to conform to the plans and specifications therefor as consented to by the Design Committee and is found objectionable by the Design Committee. The Design Committee shall specify in such notice a reasonable period, not less than 30 days, in which the owner may remedy the nonconformance.

In the event a notice of nonconformance and requirement of cure is not given within the prescribed period. The Applicant may request action pursuant to Section 8.06 of The Consolidated Plan of Sunriver.

SECTION 8
Rules and Regulations

8.1 All rules and regulations adopted, amended or repealed pursuant to Section 6.01 of The Consolidated Plan of Sunriver shall apply to the subject property and to all owners, guests and invitees and others who shall use said area.

8.2 Establishment of Fines. A violation of any rule set forth herein shall be punishable by a fine payable as established by The Sunriver Owners Association, from time to time, for each class of infraction identified herein in accordance with Section 6 of The Consolidated Plan of Sunriver.

8.3 Enforcement. The rules and regulations set forth herein shall be enforced by the Administrator in accordance with Section 6 of The Consolidated Plan of Sunriver.

SECTION 9
Miscellaneous

9.1 Amendment and Repeal. Any provision of this Sunriver declaration may at any time be amended or repealed or provisions may be added by the following method:

Owners owning 75 percent of the property within Meadow Village at Sunriver and the Administrator of Sunriver may consent in writing to the amendment or repeal of a provision or to the addition of new provisions.

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, the consents of the Administrator of Sunriver and of owners owing seventy-five percent (75%) of the property within Meadow Village at Sunriver approving and 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.

9.2 Duration. The covenants and provisions contained herein 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 RM-11 Church Site at Sunriver and the 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 RM-11 Church Site at Sunriver affected thereby and the owners thereof for successive additional

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periods of ten years each. The continuation from the initial or any additional period to 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 the method provided in Section 9.1 for the amendment, repeal or addition of a provision to this Sunriver declaration. Any such termination shall become effective 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 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.

9.3 Construction; Severability; Number; Captions. This Sunriver 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 Sunriver 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.

The Consolidated Plan of Sunriver, including any modifications or amendments thereto, shall control in the event of a conflict with the terms and provisions of this Sunriver declaration.

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 required. All captions used herein are intended solely for convenience or reference and shall in no way limit any of the provisions of this Sunriver declaration.

IN WITNESS WHEREOF Sunriver Properties Oregon Ltd., has executed this declaration the 31st day of MARCH, 1989.

SUNRIVER PROPERTIES OREGON LTD

By *Sh. L. Allen*

President

SUNRIVER PROPERTIES MANAGEMENT,
INC., Attorney in Fact

ATTEST:

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SUNRIVER OWNERS ASSOCIATION,
Administrator

By Stanley B. Owen
President

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me by
SHERIDAN W. ATKINSON, as President of SUNRIVER PROPERTIES
MANAGEMENT, INC., Attorney in Fact, for SUNRIVER PROPERTIES
OREGON, LTD., an Oregon Limited Partnership.



George J. Jirik
Notary Public for Oregon
My Commission Expires 3/14/93

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me by
Stanley B. Owen, President on behalf of SUNRIVER OWNERS
ASSOCIATION.



Janina Johns
Notary Public for Oregon
My Commission Expires 10-17-91

EXHIBIT A

LEGAL DESCRIPTION
PARCEL 1
CORPORATION YARD AREA

A 3.06 acre parcel of land, located in the northwest one quarter of Section 32, in Township 19 South and Range 11 East of the Willamette Meridian in Deschutes County, Oregon, being fully described as follows:

Commencing at the southwest corner of the southeast quarter of said Section 32; thence North 89°10'08" East 2652.83 feet to the southeast corner of said southeast-quarter; thence North 54°00'20" West 5284.86 feet to a 5/8" iron rod at the southwest corner of Parcel 3 in MLP-79-27 and the point of beginning; and running thence North 15°29'04" East a distance 349.14 feet to a 1/2" iron rod at the southerly most corner of the plat of RANCH CABINS Phase I & II; thence following the boundary of said plat North 89°26'40" East 39.78 feet to a 1/2" iron rod; thence North 58°18'51" East 87.57 feet to a 1/2" iron rod; thence North 46°02'33" East 63.22 feet to a 1/2" iron rod; thence North 25°36'08" East 64.13 feet to a 1/2" iron rod; thence leaving said plat boundary South 72°12'22" East 158.65 feet to a 1/2" iron rod; thence South 19°07'12" West 534.52 feet to a 5/8" iron rod on the south line of said Parcel 3; thence North 74°57'50" West 265.81 feet to the point of beginning. This legal description is based on the survey for Sunriver Properties Ltd. dated 7-14-88 by David K. Bateman.

DECA

REGISTERED
PROFESSIONAL
LAND SURVEYOR

David K. Bateman

OREGON
JULY 30, 1978
DAVID K. BATEMAN
1068

Revised July 21, 1988

DAVID EVANS AND ASSOCIATES, INC.
ENGINEERS, SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS

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.

89 APR 13 AM 10:32

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *M. S. Penhollow* DEPUTY
NO. 89-08213 FEE \$0-
DESCHUTES COUNTY OFFICIAL RECORDS