

SUNRIVER DECLARATION ESTABLISHING

CLUSTER COURT

AND

ANNEXING CLUSTER COURT

TO

MEADOW VILLAGE

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OF

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and subjecting property therein to certain covenants,
restrictions, assessments, fines, 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
organize 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 c/m 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 de-
teriorate in value.

Developer plans to subject to the Plan of Sunriver
the areas which will eventually constitute all of Meadow Vil-
lage 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 237. Such declaration provided that additional areas might be annexed to Meadow Village by virtue of a Sunriver declaration.

Developer proposes to create a condominium to be known as Cluster Court within the property described on Exhibit A attached hereto, which condominium will be a part of Meadow Village. Accordingly, Developer now wishes to subject the property described on Exhibit A 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 meanings 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 "Cluster Court" 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 20, 1968, recorded on June 20, 1968 in volume 159

of the records of deeds of Deschutes County, Oregon, at page 237.

SECTION 2

Subjection of Cluster Court 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 Cluster Court shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) The presently existing roadways located in Cluster Court (but not parking areas) shall constitute private ways within the meaning of section 1.13 of the Plan of Sunriver.

(b) The entire remaining area of Cluster Court shall constitute a private area within the meaning of section 1.11 of the Plan of Sunriver.

(c) Effective upon the filing of a declaration as provided in the Oregon Unit Ownership Law each condominium unit which may be created on private areas within Cluster Court shall constitute a "unit" within the meaning of section 1.20 of the Plan of Sunriver. The owner of each condominium unit shall be a "unit owner" within the meaning of section 1.21 of the Plan of Sunriver.

2.2 Annexation to Meadow Village. Developer hereby declares that Cluster Court shall be a part of that certain village known as Meadow Village referred to in the Sunriver declaration establishing Meadow Village - Area 1 and Cluster Court accordingly is hereby annexed to Meadow Village.

2.3 Declaration of restrictions. The covenants and restrictions set forth in sections 3 through 8, inclusive, of the Sunriver declaration establishing Meadow Village - Area 1 shall not be applicable within Cluster Court except to the

extent that they are restated in this instrument. All private areas within Cluster Court are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in this instrument and in the Plan of Sunriver.

SECTION 3

Use and Occupancy of Private Areas

Each unit owner in Cluster Court shall be entitled to the exclusive use and benefit of each unit owned by him except as otherwise expressly provided herein and in the Plan of Sunriver. The remaining portion of the private areas within Cluster Court shall constitute general common elements within the meaning of the Oregon Unit Ownership Law.

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 within any private area in Cluster Court, 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. The restriction contained in this section applies both to unit owners owning units within Cluster Court and to any association of unit owners which may be formed pursuant to the Oregon Unit Ownership Law.

SECTION 5

General Provisions for and Restrictions on Use of Private Areas

5.1 Maintenance of units. Improvements on each unit within

Cluster Court shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

5.2 Maintenance of decks, fences and pathways. The Administrator of Sunriver shall be entitled to maintain all decks, fences and pathways within Cluster Court in a condition satisfactory to it whether the same shall be located within a unit located in Cluster Court or within the portion of the private area within Cluster Court which does not constitute part of any unit. The Administrator of Sunriver shall be entitled to charge the costs which it shall incur for the purpose of such maintenance either to the association of unit owners to be formed pursuant to the Oregon Unit Ownership Law or, in the alternative, may charge a prorata portion of such costs to each of the unit owners within Cluster Court.

5.3 Residential use. No unit within Cluster Court shall be occupied by more than one family, its servants and guests. At no time shall any building other than a single family dwelling unit be constructed on any unit.

5.4 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clotheslines and other service facilities located within Cluster Court shall be screened from view from common areas and private ways in Sunriver in a manner approved by the Design Committee.

5.5 Signs. No signs shall be placed or kept on any unit within Cluster Court other than signs stating the name of the occupant, the address of the unit and any name given by the unit owner to the unit, except that in the event that the unit owner wishes to advertise his unit for sale 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. Limitation

on a judicious basis of the number of "For Sale" signs appearing at one time within Cluster Court will assist in preserving values if a number of units within Cluster Court should come on the market at one time. Therefore, the Administrator of Sunriver shall have the right to limit on an equitable basis the number of "For Sale" signs which appear in an area of Cluster Court at any one time.

5.6 Offensive activities. No offensive activity shall be carried on in any unit nor shall anything be done or placed upon any unit which interferes with or jeopardizes the enjoyment of other units within Cluster Court or within the portion of the private area within Cluster Court which will not constitute part of a unit.

SECTION 6

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 Cluster Court:

(a) No trailer, truck camper, boat or boat trailer shall be parked on any portion of such private area, including the parking lots, 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 7

Uses Prohibited Without the Consent of the Administrator

Except with the consent of the Administrator of Sunriver,

no part of the private area within Cluster Court 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, 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 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 Cluster Court.

(c) No commercial activities of any kind shall be carried on in any unit or in any other portion of such private area.

(d) 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 8

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:

8.1 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.

8.2 Work by association of unit owners. In case the association of unit owners to be organized pursuant to the Oregon Unit Ownership Law shall desire to perform work within Cluster Court for which Design Committee consent is required it 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.

8.3 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 Cluster Court, 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.

8.4 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.

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

SECTION 9

Miscellaneous

9.1 Amendment and repeal. Until such time as Developer has recorded a declaration submitting a portion of Cluster Court to the Oregon Unit Ownership Law any provision of this Sunriver 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.

Following the recording of such declaration, 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 following methods:

- (a) Unit owners owning 75 percent of the units within Meadow Village may consent in writing to the amendment or repeal of a provision or to the addition of new provisions; or
- (b) Any village association organized for Meadow Village may consent to such amendment, repeal or addition.

The village association shall be deemed to have consented to the amendment or repeal of a provision contained in this Sunriver declaration or to the addition of a new provision if the following procedure shall have been followed:

- (a) The board of directors of any village association shall have adopted a resolution setting forth the proposed amendment, provision for repeal or proposed additional provision and directing that it be submitted to a vote at a

meeting of the members, which may be either an annual or a special meeting.

(b) Written notice setting forth the proposed amendment, provision for repeal or proposed additional provision, or a summary of the changes to be effected thereby, shall be given to each unit owner within Meadow Village at least 60 days prior to the time of the meeting at which the proposed amendment, provision for repeal or proposed additional provision is to be considered.

(c) At the meeting of the members at which the proposed amendment, provision for repeal or proposed additional provision is to be considered, the proposed amendment, provision for repeal or proposed additional provision shall be submitted to a vote of the members. The proposed amendment, provision for repeal or proposed additional provision shall be adopted upon receiving two thirds of the votes entitled to be cast by all of the members of the village association.

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.

9.2 Duration. The covenants and provisions contained in sections 3 through 8 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 Cluster Court 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 Cluater Court affected thereby and the unit owners thereof for successive additional periods of ten 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 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.

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 Sunriver declaration.

IN WITNESS WHEREOF Sunriver Properties, Inc. has executed this declaration the 26th day of June 1963.

SUNRIVER PROPERTIES, INC.

By Donald V. McCallum
President

Attest:

M. Diane Seegun
Secretary



STATE OF OREGON)
County of Deschutes) ss.

On this 28th day of June 1968 personally appeared DONALD V. McCALLUM, who, being duly sworn, did say that he is President of SUNRIVER PROPERTIES, INC. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed 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:



Margaret O. Elden
Notary Public for Oregon
My commission expires: Nov 7-1970

EXCEPTING THEREFROM any portion lying within rights of way of county roads and subject to an easement in favor of the residents of Sunriver to use any portion of the existing Sunriver trail system which lies within such property.

7. Member certifies that the within instrument of writing was executed for Record on 1st day of June A.D. 1867 O.S. and witnessed in Book 10 Page 34 Records of