

SUNRIVER DECLARATION  
ESTABLISHING  
FAIRWAY CONDOMINIUM  
(ANNEXING IT TO  
FAIRWAY ISLAND

VOL 243 PAGE 183

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.

Developer or its transferee proposes to create a private  
area for condominiums within the property described as Fairway.  
Accordingly, Developer now wishes to subject such to the Plan of  
Sunriver, to annex such property and area to Fairway Island, and  
to make provisions for the conditions upon which the areas within  
such property may be used.

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

SECTION I  
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 Fairway Condominium. shall mean the area described  
in the Plat filed in Deschutes County, Oregon bearing the name  
Fairway Condominium, Tracts, A, B & C.

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.

1.4 The Property shall mean Fairway Condominium .

area. 1.5 Unit Owner shall mean a unit owner in a private

## SECTION 2

VOL 243 PAGE 184

### Subjection of Fairway Condominium to Plan of Sunriver, Annexation to Fairway Island 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 Fairway Condominium shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) All existing bike paths, if any, on the Property described in Fairway Condominium shall constitute common areas within the meaning of Section 1.2 of the Plan of Sunriver.

(b) The remaining portion of the Property shall constitute a private area within the meaning of Section 1.11.

2.2 Annexation to Fairway Island. Developer hereby declares that Fairway Condominium shall be a part of that certain village known as Fairway Island referred to in the Sunriver Declaration Establishing Fairway Island and accordingly is hereby annexed to Fairway Island.

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 the Property except to the extent that they are restated in this instrument. All areas within the property 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 the property 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. That portion of the private areas within the property which will constitute general or limited common elements within the meaning of the Oregon Unit Ownership Law shall be so designated in the declaration filed pursuant to that law. Use of the

private areas shall be subject to those certain utility easements reserved or granted by Developer in the Plat of Fairway Condominiums as recorded in the plat records of Deschutes County, Oregon, or in existence at the time of the filing of such plat.

#### SECTION 4

##### 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 improvements within any private area in the property, 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 to unit owners owning units within the property, to any association of unit owners which may be formed pursuant to the Oregon Unit Ownership Law, and to the owners of any portion of the private area which is not a unit and which has not been subjected to the Oregon Unit Ownership Law.

#### SECTION 5

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

5.1 Maintenance of private Areas. All private areas within the property, including improvements thereon, shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. In the event of a violation of this provision, the Administrator of Sunriver may correct such condition and charge the cost thereof to the owners of the property in violation. If such property is a common element within the meaning of the Oregon Unit Ownership Law, the Administrator shall be entitled to charge the cost of correction 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 the unit owners to whom such common elements pertain.

5.2 Residential Use. No structures shall be placed upon private areas of the property other than single or multiple family dwellings and recreation, parking or service structures.

5.3 Appearance. All garbage, trash, cuttings, refuse,

garbage and refuse containers, clotheslines and other service facilities located on private areas within the property shall be screened from view from common areas and private ways in Sunriver in a manner approved by the Design Committee.

**5.4 Signs.** No signs shall be placed or kept within the private areas of the Property other than signs stating the name of the project, the name of the occupant of a unit, the address of the unit and any name given by the unit owner to the unit, except that in the event that a 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 of a judicious basis of the number of "for Sale" signs appearing at one time within the private areas of the property will assist in preserving values if a number of units within the area 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 the private areas of the property at any one time. Such limitation on the number of signs shall not apply to those signs relating to the first conveyance of a unit.

**5.5 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 property or within the portion of the private areas of the property 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 the Property:

(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.

Uses Prohibited Without Consent  
of the Administrator

---

Except with the consent of the Administrator of Sunriver, no part of the private area within the property 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 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 property.

(c) 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 property for apartment rental purposes or development and sale of residential units therein.

(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 owner of the property or association of unit owners. In case the owner of any portion of the property other than a unit or any association of unit owners organized pursuant to the Oregon Unit Ownership Law shall desire to perform work within the property 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.

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 intended. Considerations such as color, design, size, effect on the enjoyment of unit owners within the property, 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 applicant 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 a declaration submitting a portion of the property to the Oregon Unit Ownership Law has been recorded, any provision of this Sunriver declaration may be amended or repealed or any provision may be added by the filing in the records of deed of Deschutes

County, Oregon, of a certificate executed by Developer and the then owner of the property setting forth in full the amendment, amendments, additional provisions 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 methods described in Section 12.1 of the Sunriver Declaration Establishing Meadow Village - Area 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 provisions or repeal approved as provided in this section and certifying that said amendment, amendments, additional provisions, or repeal have been approved in the manner required therefor herein.

9.2 Duration. The covenants and provisions contained in Section 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 the property 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 property 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 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 as of this 27 day of December, 1976.

SUNRIVER PROPERTIES, INC.

BY Ron Duplanty  
RON DUPLANTY, Executive Vice President

STATE OF OREGON, County of Deschutes, ss: December 27, 1976

Personally appeared before me RON DUPLANTY, who, being first duly sworn on oath did say that he is the Executive Vice President of SUNRIVER PROPERTIES, INC., an Oregon corporation, that he executed the foregoing declaration by authority of the Board of Directors of said corporation as its free, voluntary act and deed.

Dean J. Jerny  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 8-6-78

19767  
STATE OF OREGON  
County of Deschutes

I hereby certify that the within instrument is a true and correct copy as the same was presented to me for recording.

on 30 day of Dec A.D. 1976  
at 2:00 PM and recorded

in Book 343 Page 17. As ordered

Dean J. Jerny  
Notary Public

My Commission Expires: 8-6-78

Dean J. Jerny  
Notary Public