

SUNRIVER PHASE II DECLARATION ESTABLISHING  
RIVER VILLAGE I AND ANNEXING RIVER VILLAGE  
UNIT I TO SUNRIVER PHASE II

Subjecting Property Therein To Certain Covenants,  
Restrictions, Reservations And Assessments.

By instrument dated June 24,  
1976, and recorded on July 7, 1976, in  
Volume 233 of the Records of Deeds of the County  
of Deschutes, State of Oregon, at Page 831, SUNRIVER  
PROPERTIES, INC., an Oregon corporation (the "Developer")  
has established the Plan of Sunriver Phase II.

The Plan of Sunriver Phase II contemplates that  
Developer will organize within Sunriver Phase II a number  
of residential areas, each of which will consist of a sep-  
arate "village". Each village is to have its own develop-  
ment plan and own restrictions as to the use of private ways  
within the village.

Developer has determined upon a development plan  
for a village within Sunriver Phase II to be known as  
"River Village I". The Plan contemplates that River Village  
I will be a community of single-family detached-type residen-  
tial units. Homes within River Village I will be attractive  
either for permanent residence or for recreational use.  
Owners of homes within River Village I will have available  
common areas within River Village I for their use, along  
with residents of Sunriver Phase II and Sunriver Phase I as  
set forth in the Plan of Sunriver Phase II and in that

certain Reciprocal Easement Agreement, dated June 24, 1976, and recorded on July 7, 1976, in Volume 233 of the Records of Deeds of the County of Deschutes, State of Oregon, Page 823 (the "Reciprocal Easement Agreement").

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

On June 30, 1976, Developer filed a plat entitled "River Village I" which plat is recorded in Volume 15 of the Records of Plats of the County of Deschutes, State of Oregon, at Page 29. Developer now wishes to subject the property described on such plat to the Plan of Sunriver Phase II 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 terms referred to below 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.

1.2 "Improvement". Shall mean every building or structure of any kind, fence, wall, driveway, sewage facilities or other product of construction if it is on or in respect of land.

1.3 "River Village". Shall mean River Village Unit 1 and all areas which may be annexed thereto by virtue of a Sunriver Phase II Declaration.

1.4 "River Village - Unit 1". Shall mean the area described on the plat of River Village Unit 1.

1.5 "Plan of Sunriver Phase II". Shall mean the instrument dated June 24, 1976 and recorded on July 7, 1976 in Volume 233 of the Records of Deeds of Deschutes County, Oregon, at Page 831.

1.6 "Plat of River Village". Shall mean the plat entitled "River Village", recorded on the 30 day of June, 1976 in Volume 15 of plats of Deschutes County, Oregon, at Page 29.

## SECTION 2

Subjection of River Village to Plan of Sunriver Phase II and Declaration as to Restrictions on Use of Private Areas.

2.1 Plan of Sunriver Phase II. Pursuant to Section 2.1 of the Plan of Sunriver Phase II, Developer does hereby declare that River Village - Unit 1 shall be subject to the Plan of Sunriver Phase II on the following terms and conditions:

(a) Each lot shown on the Plat of River Village shall constitute a private area for purposes of the Plan of Sunriver. Each such lot shall constitute a "unit" within the meaning of Section 1.22 of the Plan of Sunriver. The owner of each lot shall be a "unit owner" within the meaning of Section 1.23 of the Plan of Sunriver Phase II.

(b) River Village shall constitute a "village" within the meaning of Section 1.24 of the Plan of Sunriver Phase II.

(c) Areas designated as "common areas" shall be common areas for all purposes of the Plan of Sunriver Phase II.

(d) All property within River Village shall be subject to and entitled to the benefits of all of the terms, benefits, covenants, conditions and restrictions contained in the Plan of Sunriver Phase II. Among other things, each unit owner shall enjoy the easements set forth in Sections 3.3 and 3.4 thereof, will be required to pay the maintenance assessments for the provisions as made in Section 6 thereof, will be subject to the fines and penalties for which provision is made in Section 10 and property owned by them will be subject to liens as provided in Section 10.

2.2 Declaration of Restrictions. All private areas within River Village Unit 1 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 Phase II.

### SECTION 3

#### Use and Occupancy of Private Areas

Each unit owner within River Village Unit I 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 Phase II.

### 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 unit, make any excavation or fill on a unit, make any change in the natural or existing surface drainage of a unit or install a utility line, outside antenna or other outside wire on a unit 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 on each unit 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 Residential Use. No buildings other than a single family dwelling unit, a garage for private use and a guest house or servants' quarters may be constructed on any unit. Any guest house or servants' quarters may be used only by the immediate family or servants of the unit owner or the lessee of a unit and by his guests. No unit shall be occupied by more than one family, its servants and guests.

5.3 Temporary Structures. Temporary structures which have been approved by the Design 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 period first expires.

5.4 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 units and common areas in a manner approved by the Design Committee.

5.5 Signs. No sign shall be placed or kept on any unit 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 Phase II. Limitation on a judicious basis of the number of "For Sale" signs appearing at one time in an area will assist in preserving values if a number

of units should come on the market at one time. Therefore, the Administrator Phase II shall have the right to limit on an equitable basis the number of "For Sale" signs which may appear in an area of River Village at any one time.

5.6 View. In some cases it will be important that unit owners restrict the height of improvements on their units and 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 on a unit 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 unit owner on whose unit 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 unit owner of unit to which notice has been addressed has not caused the trees or other vegetation to be pruned or removed to the extent required by the Design Committee, the Administrator Phase II at its expense may do such work, provided that the Administrator Phase II, if it desires, may charge the cost of such work to the unit owner who has requested the pruning or removal of such trees or other vegetation.

5.7 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 the other units or common areas within River Village.

#### 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 on any unit:

(a) No trailer, truck camper, boat or boat trailer shall be parked or kept on a unit, except on a temporary basis, at a place where it will be visible from any other unit or from any common area.

(b) No exterior lighting or noise-making devices shall be installed or maintained on a unit.

(c) No trees, shrubs or other vegetation shall be removed from a unit and no trees, shrubs or other vegetation shall be planted thereon.

#### SECTION 7

##### Uses Prohibited Without The Consent Of The Administrator Phase II

Except with the consent of the Administrator Phase II no unit in River Village shall be used in any of the



following ways:

(a) No trailer, truck camper, boat or boat trailer shall be placed or kept on a unit for temporary periods of time so as to be visible from any other unit or from common areas.

(b) No domestic animals of any kind shall be raised or permitted on a unit 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.

(c) No commercial activities of any kind shall be carried on upon any unit.

(d) No exterior fires shall be permitted on a unit other than barbeque or trash disposal fires contained within receptacles therefor.

(e) No person shall reside on a unit construction if the main residence thereon has been substantially completed, except as provided in Section 5.3.

The Administrator Phase II may make rules and regulations of general applicability governing the extent to which any of the foregoing shall be permitted which shall become a part of the Sunriver Phase II Rules and Regulations.

#### SECTION 8

##### Design Committee Consent

In all cases in which Design Committee consent is

required hereunder the following provisions together with the provisions contained in the Plan of Sunriver Phase II shall apply:

8.1 Major Construction. In the case of initial or substantial additional construction of a dwelling the unit 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 unit owner's parcel. Thereafter, the unit 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 within 30 days after it has received all material required by it with respect thereto.

8.2 Minor Work. In the case of minor additions or remodeling, change of existing exterior color scheme

or exterior material, removal or planting of trees, shrubs or other vegetation, or any work not referred to in Section 8.1 above, 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 decision with respect to the proposal as quickly as is reasonably possible but in no event later than thirty (30) days after it has received all material required by it with respect thereto.

8.3 Design Committee Discretion. The Design Committee may in its sole discretion withhold consent 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 Developer intends for River Village. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parcels within River Village or other effect on the enjoyment of other parcels or common areas, 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 Design 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.

8.6 Completion of Authorized Work. Unless the consent of the Design Committee has first been obtained, the residential building constructed on a unit must be completed within a period of one year from the date upon which construction of the same was commenced.

8.7 Notices Upon Completion. Promptly after completion of any work covered by Section 8.1 herein, the unit 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 unit 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 such 30 day period, the Committee shall conclusively be deemed to have consented to the work as completed.

## SECTION 9

### Reservation of Easement

Developer reserves for itself and its successors

and assigns an easement five (5) feet in width along each boundary of a lot within River Village Unit 1 which separates the lot from an adjoining lot (but not along a boundary which separates a lot from a common area). Such easement may be used solely for the purpose of laying, maintaining and replacing under the ground, water, sewage and electrical, telephone, television and other utility lines and facilities (with above-ground appurtenances). Any damage to or interference with the surface of the land caused by such entry shall be repaired without cost or expense to the lot owner other than standard utility hookup or line extension charges.

SECTION 10

Miscellaneous

10.1 Amendment and Repeal.

(1) Any provisions of this declaration may at any time be amended or repealed or provision may be added by either of the following methods:

(a) Unit owners owning 75 percent of the units within River 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 River Village may consent to such amendment, repeal or addition.

(2) The village association shall be deemed to have consented to the amendment or repeal of a provision

contained in this 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 River 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.

(3) Any amendment or repeal of a provision of this 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 Phase II 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.

10.2 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 River Village Unit 1 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 River Village Unit 1 affected thereby and the unit owners thereof for successive additional 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 either of the methods provided in Section 10.1 for the amendment, repeal or addition of a provision to this 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.

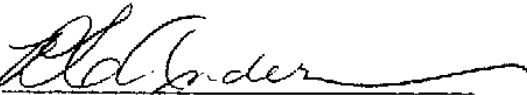
10.3 Construction; Severability; Number; Captions.

This 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 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.

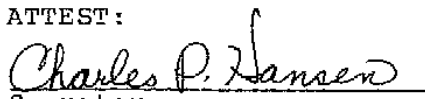
As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions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

IN WITNESS WHEREOF, Developer has executed this declaration this 6 day of July, 1976.

SUNRIVER PROPERTIES, INC.

By   
Its President

ATTEST:

  
Secretary



STATE OF OREGON )  
County of Deschutes ) ss.

On this 6 day of July, 1976, personally appeared before me R. C. ANDERSON who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC., a corporation, and that said 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.

Jean Sperry  
Notary Public for Oregon.  
My Commission Expires: 8-6-78



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STATE OF OREGON  
County of Deschutes  
I hereby certify that the within instrument of writing was received for Record the 7<sup>th</sup> day of July A.D. 1976 at 11:32 o'clock A. M. and recorded in Book 233 on Page 886 Records of Deschutes  
ROSEMARY PATTERSON  
County Clerk  
By Jessie Taylor Deputy