

SUNRIVER DECLARATION
ESTABLISHING
LAKE ASPEN CONDOMINIUMS
AND ANNEXING IT TO
MEADOW VILLAGE

VOL 301 PAGE 546

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 Lake Aspen.
Accordingly, Developer now wishes to subject such to the Plan of
Sunriver, to annex such property and area to Meadow Village, 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 Lake Aspen Condominiums shall mean the area described
in Exhibit A attached hereto and by this reference incorporated
herein.

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 Lake Aspen Condominiums.

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

SECTION 2

Subjection of Lake Aspen Condominiums 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 Lake Aspen Condominiums shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) The bike paths described in Exhibit "B" attached hereto 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 Meadow Village. Developer hereby declares that Lake Aspen Condominiums shall be a part of that certain village known as Meadow Village - Area 1 referred to in the Sunriver Declaration Establishing Meadow Village - Area 1 and accordingly is hereby annexed to Meadow Village - Area 1.

2.3 Declaration of Restrictions. The covenants and restrictions set forth in Sections 3 through 8, inclusive, and Section 10, 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 any utility easements reserved or granted by Developer in the Lake Aspen Condominiums.

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 pertains.

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

SECTION 7

VOL 301 PAGE 550

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

RKL

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.

SECTION 10

Private Ways Maintenance

Developer will not be charged for any part of the cost of maintaining private ways within Lake Aspen Condominiums.

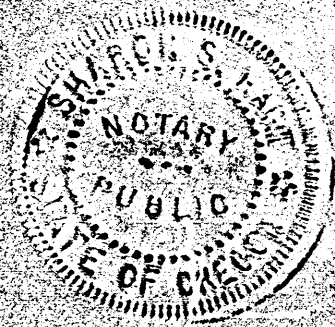
IN WITNESS WHEREOF Sunriver Properties, Inc., has executed this declaration as of this 9th day of ~~February~~ March, 1979.

SUNRIVER PROPERTIES, INC.

BY Ronald K. Duplanty
RONALD K. DUPLANTY, President

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 9th day of ~~February~~ March, 1979, by RONALD K. DUPLANTY, President of SUNRIVER PROPERTIES, INC., an Oregon corporation, on behalf of said corporation.



Sharon S. Hart
NOTARY PUBLIC FOR OREGON
My Commission expires: 2-27-82

PARCEL 1

PROPERTY DESCRIPTION

A tract of land containing 12.21 acres lying in the W 1/2 of Section 32, Township 19 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the southeast corner of said Section 32; thence south $89^{\circ}25'32''$ west along the south line of said Section 32 a distance of 2652.33 feet to the south quarter corner of said Section 32; thence north $23^{\circ}50'46''$ west 1990.11 feet to the center of Abbot Circle #3, as platted in "Mountain Village East I"; thence south $83^{\circ}57'25''$ west 150.00 feet to the westerly right-of-way line of a road known as Abbot Drive, said point being the point of beginning for this description; thence following said right-of-way line the following courses; along the arc of a 50.00 foot radius curve to the right 67.74 feet, the long chord of which bears south $32^{\circ}46'17''$ west a distance of 62.68 feet; thence south $71^{\circ}35'10''$ west a distance of 24.63 feet; thence leaving said right-of-way and following the northerly right-of-way of River Road, as platted in the Plat of "Skypark", the following courses: Along the arc of a 90.00 foot radius curve to the right 92.29 feet; the long chord of which bears north $79^{\circ}02'17''$ west a distance of 88.30 feet; thence north $49^{\circ}39'46''$ west a distance of 65.39 feet; thence along the arc of a 160.00 foot radius curve to the left 40.41 feet, the long chord of which bears north $56^{\circ}53'55''$ west a distance of 40.30 feet; thence north $64^{\circ}08'02''$ west a distance of 219.57 feet; thence along the arc of a 960.00 foot radius curve to the left 414.40 feet, the long chord of which bears north $76^{\circ}30'00''$ west a distance of 411.19 feet; thence along the arc of a 1154.58 foot radius curve to the left 14.00 feet, the chord of which bears north $89^{\circ}03'02''$ west a distance of 14.00 feet; thence leaving said right-of-way line north $02^{\circ}00'00''$ east a distance of 63.00 feet; thence along the arc of a 147.25 foot radius curve to the right 128.31 feet, the long chord of which bears north $26^{\circ}58'27''$ east a distance of 124.34 feet; thence due north a distance of 140.00 feet; thence north $80^{\circ}11'55''$ east a distance of 152.73 feet; thence north $22^{\circ}53'26''$ east a distance of 97.69 feet; thence north $25^{\circ}00'16''$ west a distance of 139.58 feet; thence north $42^{\circ}47'17''$ east a distance of 164.88 feet; thence south $81^{\circ}04'25''$ east a distance of 193.34; thence north $47^{\circ}37'45''$ east a distance of 138.74 feet; thence south $76^{\circ}15'27''$ east a distance of 249.34 feet to a point on the westerly right-of-way line of a road known as Abbot Drive, as platted in "Mountain Village East I"; thence along said right-of-way line the following courses:

south $14^{\circ}56'11''$ west a distance of 144.83 feet; thence along the arc of a 1230.00 foot radius curve to the left 275.66 feet, the long chord of which bears south $08^{\circ}30'58''$ west a distance of 275.08 feet; thence south $02^{\circ}05'44''$ west a distance of 201.72 feet; thence along the arc of a 190.00 foot radius curve to the left 106.42 feet, the long chord of which bears south $13^{\circ}56'59''$ east a distance of 105.03 feet; thence south $29^{\circ}59'43''$ east a distance of 53.78 feet; thence along the arc of a 259.14 foot radius curve to the right 108.33 feet, the long chord of which bears south $18^{\circ}01'09''$ east a distance of 107.54 feet; thence south $06^{\circ}02'35''$ east a distance of 30.00 feet to the point of beginning and terminus of this description.

PARCEL 2
PROPERTY DESCRIPTION

A tract of land containing 23.31 acres lying in the W 1/2 of Section 32, Township 19 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Commencing at the Southeast corner of said Section 32, thence south 89°25'32" west along the south line of said Section 32 a distance of 2652.33 feet to the south one-quarter corner of said Section 32; thence north 51°06'17" west 2091.94 feet to the point of beginning for this description, said point being also an angle point of a tract of land known as Meadow Houses Common as described in Pages 945, 946 and 947, Volume 201 of the Deschutes County Deed Records; thence north 63°32'08" west along the boundary of said tract of land 224.19 feet; thence north 57°25'18" west 173.27 feet; thence north 70°39'23" west 234.49 feet; thence north 63°04'00" west 106.46 feet; thence north 51°00'40" west 135.24 feet; thence north 06°52'41" west 126.92 feet; thence north 23°59'52" east 49.42 feet to the south right-of-way line of a 60 foot wide road known as River Road as shown on the Plat of "Skypark" (Deschutes County Plat No. 37); thence easterly along the south right-of-way of said road around a 570 foot radius curve to the left 174.51 feet, the long chord of which bears north 87°30'07" east 174.37 feet; thence north 78°43'08" east 198.71 feet; thence leaving said southerly right-of-way line north 11°16'10" west a distance of 60.00 feet to the northerly right-of-way line of River Road; thence leaving said northerly right-of-way line and along the easterly boundary of the recorded plat of "Lake Aspen Common, Tract B", the following courses: north 33°23'11" east a distance of 160.43 feet; thence north 11°42'52" east a distance of 227.35 feet; thence north 04°09'46" west a distance of 213.97 feet; thence north 24°47'33" east a distance of 104.07 feet; thence north 07°14'31" east a distance of 162.13 feet; thence north 23°22'20" west a distance of 369.06 feet; thence leaving said boundary line and following the southeasterly boundary line of the recorded Plat of "Mountain Village West I" the following courses: north 78°44'38" east a distance of 136.35 feet; thence north 26°44'31" east a distance of 240.17 feet; thence north 58°19'33" east a distance of 269.94 feet; thence due south a distance of 40.67 feet; thence south 13°17'17" west a distance of 19.92 feet; thence leaving said Plat boundary south 15°31'29" west a distance of 348.92 feet; thence south 74°58'07" east a distance of 397.80 feet; thence south 69°57'48" east a distance of 294.64 feet; thence south 39°00'45" east a distance of 85.15 feet to a point on the westerly right-of-way line of a road known as Abbot Drive; thence along said right-of-way along the arc of a 240.00 foot radius curve to the left 19.68 feet, the long chord of which bears south 17°17'04" west a distance of 19.67 feet; thence south 14°56'11" west a distance of 162.66 feet; thence leaving said right-of-way north 76°15'27" west a distance of 249.34 feet; thence south 47°37'45" west a distance of 138.74 feet; thence north 81°04'25" west a distance

of 193.34 feet; thence south $42^{\circ}47'17''$ west a distance of 164.88 feet; thence south $25^{\circ}00'16''$ east a distance of 139.58 feet; thence south $22^{\circ}53'26''$ west a distance of 97.69 feet; thence south $80^{\circ}11'55''$ west a distance of 152.73 feet; thence due south a distance of 140.00 feet; thence along the arc of a 147.25 foot radius curve to the left 128.31 feet, the long chord of which bears south $26^{\circ}58'27''$ west a distance of 124.34 feet; thence south $02^{\circ}00'00''$ west a distance of 63.00 feet to a point on the northerly right-of-way line of a road known as River Road as platted in the Plat of "Skypark"; thence along said right-of-way line the following courses: Along the arc of an 1154.58 foot radius curve to the right 14.00 feet, the chord of which bears south $89^{\circ}03'02''$ east a distance of 14.00 feet; thence along the arc of a 960.00 foot radius curve to the right 414.40 feet, the long chord of which bears south $76^{\circ}30'00''$ east a distance of 411.19 feet; thence south $64^{\circ}08'02''$ east a distance of 63.17; thence leaving said right-of-way south $25^{\circ}51'58''$ west a distance of 60.00 feet to the southerly right-of-way line of said River Road; thence leaving said right-of-way line and following along the westerly boundary line of said "Meadow Houses Common", south $28^{\circ}01'45''$ west a distance of 595.67 feet to the point of beginning and terminus of this description.

Bicycle Path Easements

An easement for a bicycle path being 10.00 feet in width located in Parcel 2 of minor land partition no. MP-79-27 in the East 1/2 of Section 32, T.19S., R.11.E., W.M., Deschutes County, Oregon and lying 5.00 feet on either side of the following described centerline:

Commencing at the South 1/4 corner of said Sec. 32, thence North $41^{\circ}31'00''$ West a distance of 2704.21 feet to the true point of beginning for this description; thence North $89^{\circ}10'46''$ West a distance of 29.67 feet; thence South $87^{\circ}54'01''$ West a distance of 129.85 feet; thence South $83^{\circ}43'23''$ West a distance of 70.17 feet to the point of terminus for this description.

And a 10.00 wide easement for a bicycle path lying 5.00 feet on either side of the following described centerline: Commencing at the South 1/4 corner of said Section 32; thence North $44^{\circ}00'39''$ West a distance of 2809.30 feet to the true point of beginning for this description; thence along the arc of a 74.77 foot radius curve to the right, 62.13 feet, the long chord of which bears North $30^{\circ}06'53''$ West, 60.36 feet to the point of terminus for this description.

And a 10.00 foot wide easement for a bicycle path lying 5.00 feet on either side of the following described centerline: Commencing at the South 1/4 corner of said Section 32; thence North $33^{\circ}14'44''$ West a distance of 3385.55 feet to the true point of beginning for this description; thence North $01^{\circ}32'38''$ East a distance of 114.59 feet; thence North $07^{\circ}25'52''$ East a distance 196.71 feet; thence North $14^{\circ}14'45''$ East a distance of 18.74 feet; thence along the arc of a 43.34 foot radius curve to the left, 37.48 feet, the long chord of which bears North $10^{\circ}31'36''$ West, 36.32 feet thence North $35^{\circ}17'57''$ West a distance of 29.30 feet to the point of terminus for this description.

And an easement for a bicycle path containing 982 square feet, more or less, being more particularly described as follows: Commencing at the most Northerly corner of said Parcel 2; thence South $58^{\circ}19'33''$ West a distance of 194.94 feet to the true point of beginning for this description; thence South $45^{\circ}46'17''$ West a distance of 120.47 feet; thence North $26^{\circ}44'31''$ East a distance of 50.00 feet; thence North $58^{\circ}19'33''$ East a distance of 75.00 feet to the point of beginning and terminus of this description.

34865

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 21 day of June A.D. 19 79 at 2:34 o'clock P M., and recorded in Book 301 on Page 546 Records of Orege

ROSEMARY PATTERSON

County Clerk

By Rhonda Lang Deputy

EXHIBIT B