

After Recording Return To  
Mark F. Stoker  
WILLIAMS, KASTNER & GIBBS  
1220 Main Street, Suite 510  
Vancouver, Washington 98660

94-04270

STATE OF OREGON ) SS.  
COUNTY OF DESCHUTES )

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:

94 JAN 31 PM 1:53

MARY SUE PENHOLLOW  
COUNTY CLERK

327 2523

BY: *M. Stoker* DEPUTY

NO. 94-04270 FEE 5000

DESCHUTES COUNTY OFFICIAL RECORDS

**DECLARATION OF MOUNTAIN VIEW PARK  
A Planned Community  
(Declaration Pursuant to ORS 94.580)**

The following declaration for a Planned Community is made pursuant to ORS 94.580.

**I.**

The name of the Planned Community shall be MOUNTAIN VIEW PARK. The Planned Community is located in the City of Bend, Deschutes County, State of Oregon.

**II.**

The legal description of the real property included in the Planned Community is attached hereto as Exhibit "A".

**III.**

The legal description of the Common Property ("Common Property") is attached hereto as Exhibit "B".

**IV.**

Each individual lot and the improvements constructed thereon ("Lot") within the Planned Community shall be entitled to one (1) vote.

**V.**

The method of determining the liability for each Lot for common expenses and the right of each Lot to any common profits of the Association is described as follows:

A. Within sixty (60) days prior to the beginning of each calendar year, or such other fiscal year as the Board of Directors of Mountain View Park Homeowners Association ("Board") may adopt, the Board: shall estimate the charges including Common Expenses, and any special charges for particular Lots to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Property; and shall take into account any expected income and any surplus available from the prior year's operating fund. Each Lot and Lot Owner shall bear a pro rata liability for all such assessments. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed pro rata to the Lot and Lot Owners. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds pro rata to the Lot Owners.

B. Each Lot Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. No Lot Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Property or abandonment of the Owner's Lot. Failure to pay assessments may result in the suspension of voting rights in the Association and/or suspension of the Owner's right to use of recreational facilities of the Association, in the discretion of the Board.

C. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in all events Assessments shall commence on a date within 60 days after the earlier of: (a) the date six (6) months after the date of first conveyance of a Lot to an Owner (other than Declarant or an Affiliate of Declarant) or (b) the date on which seventy five percent (75%) of the Lots have been conveyed to Owners (other than Declarant or an Affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Lots, based on a budget adopted by the Association; provided, for a period not to exceed twelve (12) months following the date of first conveyance of a Lot to an Owner other than Declarant or an Affiliate of Declarant, the Board (whether appointed by Declarant or elected by Lot Owners) may elect not to collect monthly assessments calculated as provided in this Article and instead elect to collect and expend monthly assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Areas.

## VI.

A reserve account shall be formed for the replacement of all items of Common Property normally requiring replacement, in whole or in part, in more than three (3) and less than thirty (30) years. The reserve account shall be funded by assessments against the individual Lots. Assessments for funding of the reserve account shall begin to accrue from the date each individual Lot is conveyed. The reserve account shall be established in the name of the Mountain View Park Homeowners Association. The reserve account shall only be used for replacement of Common Property, and will be kept separate from assessments for maintenance. However, after such time as the individual Lot owners have assumed responsibility for administration of the Planned Community, the Board of Directors may borrow funds from the reserve account to meet a high seasonal demand on the regular operating funds or to meet other temporary expenses. Any funds so borrowed must be repaid later from special assessments or maintenance fees.

The reserve account funds may be invested by the Board of Directors in a prudent manner.

Following the second year after the Mountain View Park Homeowners Association has assumed administrative responsibility for the Planned Community, pursuant to ORS 94.616, if the owners of Lots representing seventy five percent (75%) of the votes of the Planned Community agree to the action, they may vote to increase, reduce, or eliminate future assessments for the account.

Assessments paid into the reserve account are the property of the Mountain View Park Homeowners Association and are not refundable to the sellers or owners of the Lots. The sellers or owners of Lots may treat their outstanding share of the reserve account as a separate item in a sales contract.

## VII.

There shall be no restrictions on the alienation of Lots.

## VIII.

Each Lot within the Planned Community is intended for single family residential use only.

## IX.

No provision is made in this declaration restricting the Mountain View Park Homeowners Association, pursuant to ORS 94.665, to sell, convey, or subject to a security interest, any portion of the Common Property.

## X.

The following restrictions shall exist on the use, maintenance, and occupancy of the Lots:

- A. Each Lot shall be used solely and exclusively for single family residents. No Lot shall be divided.
- B. No animals, livestock, or poultry of any kind, other than household pets shall be kept or maintained on any part of any Lot. Dogs and cats, not to exceed a total of two (2) of each and not to exceed eighteen inches (18") in height, may be kept on a Lot, provided that they are not kept, bred, or maintained for any commercial use or purpose, and kept on a leash at all times when outside.
- C. No building or structure shall be moved onto any Lot from any land outside of the Planned Community. No trailers shall be maintained on any Lot as a residence. No building, fence, or structure of any kind shall be erected or maintained on a Lot without the prior written permission of the Board.
- D. Except with the approval of the Board, Lot Owners shall at no time keep or permit to be kept on their Lot any house trailer, truck in excess of three quarter (3/4) ton, camper, mobile home, boat, or trailer, unless housed within a garage or suitably screened from view of street or park areas.
- E. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within ten (10) months from the date of commencement of the construction, unless prevented by cause beyond the Owner's control.
- F. No person shall park a motor vehicle, boat, trailer, aircraft, or other vehicles on streets of the Common Area except that Owner's visitors and guests may park in said streets for short term visitation.
- G. No garbage, refuse, rubbish, or cuttings shall be deposited on or left on any Lot unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any Lot until the Owner is ready to commence construction. The recreational vehicle storage area may be used for storage of building materials if space is available.
- H. No noxious or undesirable thing, nor noxious or undesirable use of any Lot or the Common Area whatsoever, shall be permitted or maintained.

I. No signs of any kind, except public notice by a political division of the State or as required by law, shall be erected, posted, or displayed on any Lot or portion of this Planned Community whatsoever; provided, however, that any builder may erect and display signs during the period he is building and selling property in said Planned Community and that any Owner wishing to sell his home may place one sign not larger than four hundred (400) square inches advertising the property for rent or sale.

J. Oil drilling or oil development operations, refining, mining operations of any kind, or the operation of quarries, gravel and sand pits, soil removing or top soil stripping shall not be permitted on any portion of the Planned Community.

K. No individual water supply shall be permitted on any Lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Deschutes County Health Department. Approval of such systems as installed shall be obtained from such authority.

L. No clothes line shall be located on a Lot so as to be visible from the street, a private way, dwelling houses on other Lots, or Common Areas.

M. No fuel tank shall be maintained above ground on any Lot unless screened from view in a manner satisfactory to the Board.

N. Except with the permission of the Board, the natural drainage of any Lot shall not be changed.

O. No person shall store, repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle upon any Lot or upon the Common Area or streets except for such emergency repairs necessary to enable the movement thereof to a suitable location approved by the Board.

#### XI.

A seventy five percent (75%) vote of the Homeowners Association shall be required to approve an amendment of this declaration in accordance with ORS 94.590.

#### XII.

The following is a description of the contemplated improvements which the declarant agrees to build:

- a. Phase One shall consist of forty eight (48) single family residential Lots and a swimming pool and restroom constructed in the Common Area.
- b. Phase Two shall consist of twenty to thirty (20-30) additional single family residential Lots and a single tennis court constructed in the Common Area.
- c. Phase Three shall consist of the balance of single family residential Lots and recreational vehicle parking facilities constructed in the Common Area.

## XIII.

The individual owners of the Mountain View Park Planned Community will assume control of the Homeowners Association at such time as Lots representing seventy five percent (75%) of the votes have been conveyed.

## XIV.

The deed to the Common Property shall be delivered at the turnover meeting under ORS 94.616.

## XV.

The following is a statement of all provisions restricting the right of the Association with respect to the Common Property, or an individual Lot owner with respect to the Lot or improvements on the Lot:

- a. No Lot Owner shall be entitled to divide any Lot.
- b. Every Lot Owner shall maintain their own fire and casualty insurance on improvements constructed on the Lot and shall have the right to repair or restore improvements on the Lot at the Owner's discretion in the event of damage or destruction subject to architectural review and approval by the Board.

## XVI.

Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

Bylaws Provisions. The Bylaws may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Planned Community.

SPECIAL DECLARANT RIGHTS  
DEVELOPMENT RIGHTS

A. Special Declarant Rights

As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights:

1. Completion of Improvements.

Declarant, its agents, employees and contractors shall have the right to complete improvements and otherwise perform work: authorized by the Declaration; authorized by building permits; provided for under any Purchase and Sale Agreement between Declarant and a Lot Purchaser; necessary to satisfy any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

2. Sales Facilities of Declarant.

Declarant, its agents, employees and contractors shall be permitted to establish and maintain on any Lot still owned by Declarant and in any of the Common Property such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and appurtenant interests, including but not limited to: business offices; management offices; sales offices; construction offices; storage areas; signs; model units; and parking areas for all agents, employees, contractors, prospective tenants or purchasers of Declarant. Any such facilities not designated as a Lot by the Declaration is Common Property and, if Declarant ceases to be a Lot Owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the Planned Community, which Declarant shall have the right to do. Declarant may maintain signs on the Common Property advertising the Lot. The provisions of this Section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Lot Owner's use and enjoyment of: the Lot; and those portions of the Common Property reasonably necessary to use and enjoy such Lot.

3. Termination of Declarant Rights.

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The foregoing Special Declarant Rights shall continue so long as Declarant is completing improvements within the Planned Community, or Declarant owns any Lots, or any Development Rights remain in effect.

4. Declarant's Easements.

Declarant has an easement through the Common Property as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

DATED this 14 day of OCT., 1993.

DECLARANT

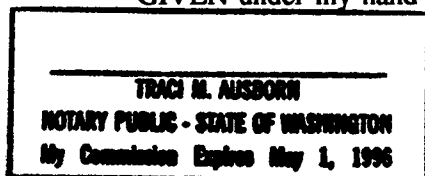
W.P.S. GROUP, a partnership  
By PEGGY PARTNERSHIP, General  
Partner

Jerry Erwin  
By Jerry Erwin, General Partner

STATE OF Washington )  
County of Clark ) ss.

On this day personally appeared before me JERRY ERWIN, to me known to be the general partner of Peggy Partnership, the general partner that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this 14 day of October, 1993.



Traci M. Aushorn  
Notary Public in and for the State of  
Washington, residing at Camas  
My commission expires: 5-1-96



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Planned Community  
MOUNTAIN VIEW PARK

Legal Description:

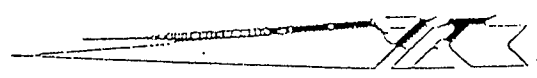
The South Half of the Southeast Quarter of the Northeast Quarter (S1/2SE1/4NE1/4) of Section Twenty-seven (27) Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

EXHIBIT "A"

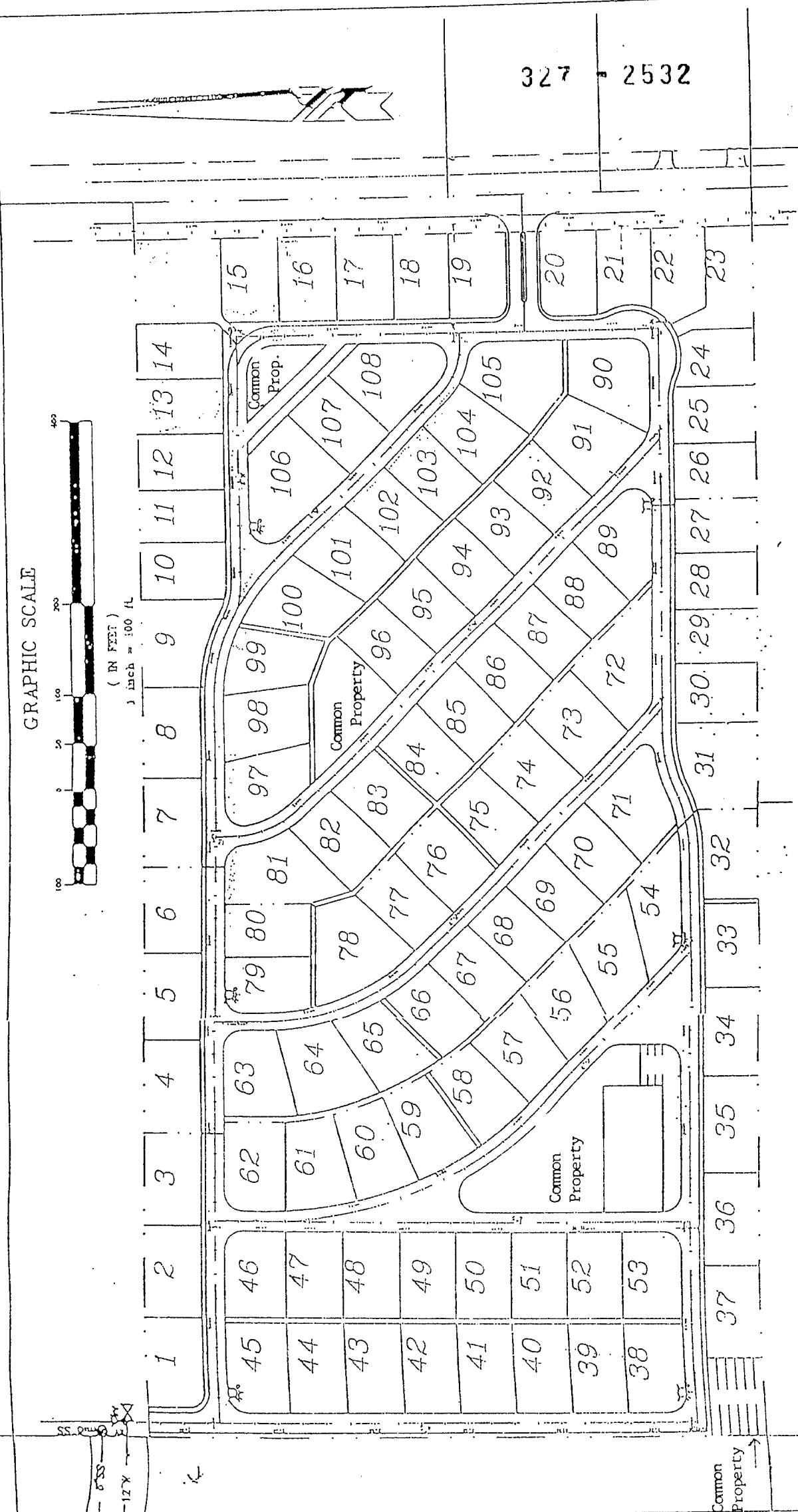
GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft

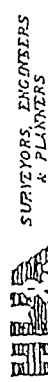


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SHEET

1/1



SULLIVAN, WILLIAMS & ASSOCIATES, INC.  
2030 EMPIRE AVE., SUITE 6-1, BEND, OREGON 97701  
PHONE (503) 337-1351

MOUNTAIN VIEW PARK

WPS GROUP

PO BOX 4140  
VANCOUVER, WASHINGTON 98662