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SUNRIVER DECLARATION ESTABLISHING MOUNTAIN  
VILLAGE EAST II AND ANNEXING MOUNTAIN VILLAGE  
EAST II TO MOUNTAIN VILLAGE

Recorded  
Volume  
Page

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OF

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and subjecting property therein to certain  
covenants, restrictions, assessments, fines  
and 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 own 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 "Mountain Village."  
The plan contemplates that Mountain Village will be a community  
with diverse types of dwelling arrangements. Homes within  
Mountain Village will be attractive either for permanent resi-  
dence or for recreational use. Owners of homes within Mountain  
Village will have available common areas within Mountain Vil-  
lage for their use along with residents of Sunriver as set  
forth in the Plan of Sunriver. Some residents shall have the  
exclusive use of limited common areas within Mountain Village,  
but such residents shall bear the cost of maintaining such  
limited common areas.

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

Developer plans to subject to the Plan of Sunriver the areas which will eventually constitute all of Mountain Village in several stages. By instrument dated October 28, 1971, entitled "Sunriver Declaration Establishing Mountain Village and Mountain Village West and Annexing Mountain Village West to Mountain Village," Developer subjected to the Plan of Sunriver the initial area which is to constitute part of Mountain Village. Such declaration was recorded on October 29, 1971 in Volume 180 of the Records of Deeds of Deschutes County, Oregon, at Page 34. Such declaration provided that additional areas might be annexed to Mountain Village by virtue of a Sunriver declaration.

On March 24, 1972, Developer filed a plat entitled "Mountain Village East II," which plat is recorded in Volume 11 of the Records of Plats of Deschutes County, Oregon at Page 25. The area described on such plat is an area in which homes will be single-family houses on individual lots. Developer now wishes to subject the property described on such plat to the Plan of Sunriver, to annex such property to Mountain 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 terms referred to below shall have the following meanings:

1.1 Incorporated 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 Mountain Village shall have the meanings set forth in such Section 1.

1.2 "Sunriver Declaration Establishing Mountain Village" shall mean that certain document entitled "Sunriver Declaration Establishing Mountain Village and Mountain Village West I and Annexing Mountain Village West to Mountain Village," dated October 28, 1971, recorded October 29, 1971 in Volume 180 of the Records of Deeds of Deschutes County, Oregon, at Page 34.

1.3 "Mountain Village East II" shall mean the area described on the plat entitled "Mountain Village East II" recorded on the 24th day of March, 1972 in Volume 11 of Plats of Deschutes County, Oregon, at Page 25.

## Section 2

### SUBJECTION OF MOUNTAIN VILLAGE EAST II TO PLAN OF SUNRIVER, ANNEXATION TO MOUNTAIN VILLAGE

2.1 Plan of Sunriver - Pursuant to Section 2.1 of the Plan of Sunriver, Developer does hereby declare that Mountain Village East II shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) Each lot shown on the above-described plat of Mountain Village East II shall constitute a private area for purposes of the Plan of Sunriver. Each such lot shall constitute a "unit" within the meaning of Section 1.20 of the Plan of Sunriver. The owner of each such lot shall be a "unit owner" within the meaning of Section 1.21 of the Plan of Sunriver.

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

(c) Areas designated as "private ways" shall be private ways for all purposes of the Plan of Sunriver.

(d) There are no limited common areas in Mountain Village East II.

2.2 Annexation to Mountain Village - Developer hereby declares that Mountain Village East II shall be a part of that

certain village known as Mountain Village referred to in the Sunriver Declaration Establishing Mountain Village, and Mountain Village East II accordingly is hereby annexed to Mountain Village.

### Section 3

#### DECLARATION AS TO RESTRICTIONS ON USE OF PRIVATE AREAS AND LIMITED COMMON AREAS IN MOUNTAIN VILLAGE EAST II

Mountain Village East II shall be subject to all of the easements, covenants and restrictions set forth in Sections 2, 4, 5 and 6 of the Sunriver Declaration Establishing Mountain Village. Mountain Village East II shall also be subject to the provisions set forth in Section 4 below. All private areas and limited common areas, if any, within Mountain Village East II are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved only in accordance with the provisions made in the Plan of Sunriver, the Sunriver Declaration Establishing Mountain Village and this instrument.

### Section 4

#### MISCELLANEOUS

4.1 Amendment and Repeal - Any provisions of this Sunriver Declaration may at any time be amended or repealed or provision may be added by any of the following methods:

(a) While Developer retains the beneficial ownership of 50 percent or more of the units within Mountain Village East II, by written consent of unit owners owning 75 percent of the units within Mountain Village East II; or

(b) By either of the methods provided in Section 7.1 of the Sunriver Declaration Establishing Mountain Village.

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.

4.2 Duration - The covenants and provisions contained herein 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 Mountain Village East II and the unit owners thereof for an initial period of 45 years commencing upon October 29, 1971. 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 Mountain Village East II 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 any of the methods provided in Section 4.1 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.

4.3 Construction; Severability; Number; Captions - This Sunriver Declaration shall be construed as an entire document

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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 this 1<sup>st</sup> day of March, 1972.

SUNRIVER PROPERTIES, INC.

By

Charles D. Allis  
Charles D. Allis, President

ATTEST:

By

William G. Taylor  
William G. Taylor, Assistant Secretary

STATE OF OREGON       )  
                              ) ss.  
County of Deschutes )

On this 1<sup>st</sup> day of March, 1972 personally appeared CHARLES D. ALLIS, who, being duly sworn, did say that he is the 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:

Lawrence L. Patterson  
Notary Public for Oregon  
My commission expires: 12/31/75

STATE OF OREGON  
County of Deschutes

I hereby certify that the foregoing instrument of writing was recorded in the  
the 2<sup>nd</sup> day of March, A.D. 1972  
at 8:35 o'clock P.M. and recorded  
in Book 183 on Page 474 Record  
of Deschutes

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ROSEMARY PATTERSON  
County Clerk

Legis. Sec'y Deputy