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SUNRIVER DECLARATION ESTABLISHING MOUNTAIN VILLAGE  
AND MOUNTAIN VILLAGE WEST I AND ANNEXING MOUNTAIN  
VILLAGE WEST I TO MOUNTAIN VILLAGE

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**SUNRIVER DECLARATION ESTABLISHING MOUNTAIN VILLAGE  
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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. Villages previously established within Sunriver include Sunriver Lodge and Meadow Village.

Developer has determined upon a development plan for an additional 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 residence or for recreational use. Owners of homes within Mountain Village will have available common areas 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. On the 28th day of October, 1971, Developer filed a plat entitled "Mountain Village West I," which plat is recorded in Volume 11 of the Records of Plats of Deschutes County, Oregon, at Page 9. The area described on such plat represents the initial area to be developed as part of Mountain Village and is an area in which homes will be single family houses on individual lots.

Developer now wishes to establish Mountain Village as a village within the meaning of the Plan of Sunriver, to subject the property described on the Plat of Mountain Village West I to the Plan of Sunriver, to annex Mountain Village West I to Mountain Village, and to make provision for the conditions upon which private areas and limited common areas within Mountain Village West I 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 "Mountain Village" shall mean Mountain Village West I and all other areas which may be annexed to Mountain Village by virtue of a Sunriver declaration.

1.4 "Mountain Village West I" shall mean the area described on the plat of Mountain Village West I.

1.5 "Plan of Sunriver" shall mean the 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.

1.6 "Plat of Mountain Village West I" shall mean the plat entitled "Mountain Village West I" recorded on the 28th day of October, 1971 in Volume 11 of Plats of Deschutes County, Oregon, at Page 9.

1.7 "Sunriver Declaration Establishing Mountain Village" shall mean this instrument.

## Section 2

### ESTABLISHMENT OF MOUNTAIN VILLAGE

2.1 Plan of Sunriver - Pursuant to Section 2.1 of the Plan of Sunriver, Developer hereby declares as follows:

(a) Mountain Village shall constitute a "village" within the meaning of Section 1.22 of the Plan of Sunriver.

(b) All property within Mountain 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. Among other things, each unit owner shall enjoy the easements set forth in Sections 4.3 and 4.4 thereof, will be required to pay the maintenance assessments for which provision is made in Section 7 thereof, will be subject to the fines and penalties for which provision is made in Section 11 and property owned by them will be subject to liens as provided in Section 11.

2.2 Limited Common Areas - Pursuant to Section 4.1 of the Plan of Sunriver, Developer hereby creates an additional land classification within Mountain Village to be known as "limited common areas," and which shall have the following characteristics:

(a) "Limited common area" shall mean any area which is designated as such in a subdivision plat of Mountain Village or in any Sunriver declaration annexing property to Mountain Village..

(b) The Administrator of Sunriver will hold and retain title to limited common areas, subject to the rights of residents to use such areas as hereinafter provided.

(c) Limited common areas shall be subject to an exclusive easement of use by the residents of Sunriver to whose units such areas pertain. The plat or declaration designating each limited common area shall indicate the units to which the area pertains and the manner in which the area may be used. Each resident of Sunriver having the right to use limited common areas may permit his guests to use such areas for the same purpose and the same manner as the residents. The easement and rights herein granted shall be appurtenant to and assignable with the units to which each limited common area pertains, but shall not otherwise be assignable.

(d) Limited common areas shall be maintained by the Administrator of Sunriver. The cost of such maintenance and the cost of any ad valorem taxes and assessments against such areas shall be borne equally by the unit owners to whose units each such area applies. The Administrator of Sunriver shall either (i) add such proportionate costs to the regular maintenance assessment of each such unit owner, or (ii) separately assess such proportionate costs to such unit owners, in which

event such amount shall be payable within 30 days of assessment.

(e) The Administrator of Sunriver may adopt, amend and repeal rules and regulations governing the use of limited common areas, which rules and regulations may be made a part of the Sunriver Rules and Regulations. Sections 11.1(a) and 11.4 through 11.11 of the Plan of Sunriver shall apply to such rules and regulations, the limitations provided herein on the use of limited common areas, fines imposed for violation of such rules and provisions, and the payment of the assessments described in Section 2.2(d) above.

2.3 Annexation to Mountain Village - Developer may from time to time annex to Mountain Village any real property within Sunriver. The annexation shall be accomplished by Developer's stating in the Sunriver declaration pursuant to which any such area is subjected to the Plan of Sunriver that such area is to be a part of Mountain Village. In any such declaration Developer shall state the extent to which such additional area shall be subject to the covenants and restrictions herein set forth and shall set forth any additional covenants and restrictions applicable to such additional area.

2.4 Future Division of Private Ways Maintenance - Developer will not be charged for any part of the cost of maintaining private ways within Mountain Village until it has sold 80 percent of the units within Mountain Village. However, commencing with the calendar year following the first calendar year in which 90 percent of the units within Mountain Village have been sold by Developer, Developer will pay to the Administrator of Sunriver a portion of the moneys expended by the Administrator for the maintenance of private ways within Mountain Village. Such portion shall be the total amount expended by the Administrator for the



maintenance of private ways within Mountain Village for such year multiplied by a fraction in which the numerator is the sum of the number of full months during which the Developer owned each unit within Mountain Village during such year and the denominator is the total number of units within Mountain Village multiplied by 12. To illustrate the calculation of the numerator of the fraction, if Developer owned one unit within Mountain Village for six months during a particular year and owned two units for the entire year the numerator would be 30. Developer will pay to the Administrator its portion of the cost of maintaining private ways during a particular calendar year within 90 days after the close of the calendar year.

### Section 3

#### SUBJECTION OF MOUNTAIN VILLAGE WEST I TO PLAN OF SUNRIVER AND ANNEXATION TO MOUNTAIN VILLAGE

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

(a) Each lot shown on the Plat of Mountain Village West I 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 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 within Mountain Village West I.

3.2 Annexation to Mountain Village - Developer hereby declares that Mountain Village West I shall be a part of Mountain Village and is hereby annexed to Mountain Village.

#### Section 4

#### DECLARATION AS TO RESTRICTIONS ON USE OF PRIVATE AREAS AND LIMITED COMMON AREAS WITHIN MOUNTAIN VILLAGE WEST I

4.1 Declaration of Restrictions - All private areas and limited common areas, if any, within Mountain Village West I 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.

4.2 Use and Occupancy of Private Areas - Each unit owner within Mountain Village West 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.

4.3 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.

4.4 General Provisions for and Restrictions on Use of Private Areas -

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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 of Sunriver. 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 of Sunriver shall have the right to limit on an equitable basis the number of "For Sale" signs which may appear in an area of Mountain Village at any one time.

(f) 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 4.3. 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 the 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 of Sunriver at its expense may do such work, provided that the Administrator of Sunriver, 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.

(g) 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 other units or common areas within Mountain Village.

4.5 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 or any limited common area:

(a) No trailer, truck camper, boat or boat trailer shall be parked or kept thereon 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.

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

4.6 Uses Prohibited Without the Consent of the Administrator - Except with the consent of the Administrator of Sunriver, no unit or limited common area, if any, in Mountain Village West I shall be used in any of the following ways:

(a) No trailer, truck camper, boat or boat trailer shall be placed or kept thereon 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, kept or permitted 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.

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

(e) No person shall reside thereon until construction of the main residence thereon has been substantially completed, except as provided in Section 4.4(c).

(f) The Administrator 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 Rules and Regulations.

## Section 5

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 shall apply:

5.1 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.

5.2 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 5.1 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 seven days after it has received all material required by it with respect thereto.

5.3 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 Mountain Village. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parcels within Mountain 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 Committee in determining whether or not to consent to any proposed work.

5.4 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.

5.5 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.

5.6 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.

5.7 Notices Upon Completion - Promptly after completion of any work covered by Section 5.1 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 6

##### CLASSIFICATION OF LOTS AND RESERVATION OF EASEMENTS

Each lot in Mountain Village West I shall be classified in accordance with Section 1.20 of the Plan of Sunriver into two parts -- the "buildable area" and the "open area." The classification of each lot shall be made not later than the time of and shall be described in the conveyance of the lot by Developer to the unit owner, provided, however, that the classification may thereafter be changed with the approval of the Design Committee by an instrument executed and acknowledged by the unit owner and the Administrator of Sunriver and recorded in the Deed Records of Deschutes County, Oregon.



Developer reserves for itself and its successors and assigns an easement on the entire open area portion of each lot within Mountain Village West I solely for the purpose of laying, maintaining and replacing under the ground water, sewage, electrical, telephone, television and other utility lines and facilities.

#### Section 7

##### MISCELLANEOUS

7.1 Amendment and Repeal - With the consent of the Administrator of Sunriver any provisions of this Sunriver 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 Mountain 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 Mountain Village may consent to such amendment, repeal or addition.

The village association shall be deemed to have consented to the amendment or repeal of a provision contained in this Sunriver Declaration or to the addition of a new provision if the following procedure shall have been followed:

(1) 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.

(2) 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 Mountain 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.

(3) 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.

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.

7.2 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 West I 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 Mountain Village West I 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 7.1 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.

7.3 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 the 28 day of October, 1971.

SUNRIVER PROPERTIES, INC.

By Charles D. Allis  
Charles D. Allis, President

ATTEST:

By [Signature]  
Secretary

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

On this 28 day of October, 1971 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:

[Signature]  
Notary Public for Oregon  
My commission expires:

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STATE OF OREGON  
County of Deschutes  
I hereby certify that the foregoing instrument or writing was recorded in Book 180 of said County, on the 28 day of Oct, A.D. 1971.  
at 97 o'clock of the said day.  
in Book 180 of said 34 County.  
of [Signature]  
ROSEMARY PATTON, Clerk  
By [Signature]