

12857

SUNRIVER DECLARATION ESTABLISHING

OVERLOOK PARK II

AND

ANNEXING OVERLOOK PARK TO MEADOW VILLAGE

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 "Meadow Village." The plan contemplates that Meadow Village will be a community with diverse types of dwelling arrangements. Homes within Meadow Village will be attractive either for permanent residence or for recreational use. Owners of homes within Meadow Village will have available common areas within Meadow Village for their use along with residents of Sunriver as set forth in the Plan of Sunriver.

Developer proposes to establish and maintain a high standard for the improvement of private areas within Meadow Village to the end that property within Meadow 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 Meadow Village in several stages. By instrument dated June 20, 1968, entitled "Sunriver Declaration Establishing Meadow Village - Area 1," Developer subjected to the Plan of Sunriver the initial area which is to constitute part of Meadow Village. Such declaration was recorded on June 20, 1968, in

Volume 159 of the Records of Deeds of Deschutes County, Oregon at Page 237. Such declaration provided that additional areas might be annexed to Meadow Village by virtue of a Sunriver declaration.

On November 3, 1975, Developer filed a plat entitled "Overlook Park II," which plat is recorded in Volume 14 of the Records of Plats of Deschutes County, Oregon at Page 46. 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 Meadow 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 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. Each of the terms defined in Section 1 of the Sunriver Declaration Establishing Meadow Village shall have the meanings set forth in such Section 1.

1.2 "Sunriver Declaration Establishing Meadow Village" shall mean that certain document entitled "Sunriver Declaration Establishing Meadow Village - Area 1," dated June 20, 1968, recorded June 20, 1968, in Volume 159 of the Records of Deeds of Deschutes County, Oregon at Page 237.

1.3 "Overlook Park II" shall mean the area described on the plat entitled "Overlook Park II" recorded on the 3rd day of November, 1975, in Volume 14 of Plats of Deschutes County, Oregon, at Page 46.

Section 2

SUBJECTION OF OVERLOOK PARK II  
TO PLAN OF SUNRIVER, ANNEXATION TO  
MEADOW VILLAGE

2.1 Plan of Sunriver. Pursuant to Section 2.1 of the Plan of Sunriver, Developer does hereby declare that

Overlook Park 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 Overlook Park II constitutes 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) The circular area in the center of the Lost Lane cul de sac and a strip of land five feet wide located on the east side of the platted area shall be common areas for all purposes of the Plan of Sunriver.

(c) The area designated as "Lost Lane" shall be a private way for all purposes of the Plan of Sunriver.

(d) There are no limited common areas in Overlook Park II.

2.2 Annexation to Meadow Village. Developer hereby declares that Overlook Park shall be part of that certain village known as Meadow Village referred to in the Sunriver Declaration Establishing Meadow Village, and Overlook Park II accordingly is hereby annexed to Meadow Village.

### Section 3

#### DECLARATION AS TO RESTRICTIONS ON USE

Overlook Park II shall be subject to all of the covenants and restrictions set forth in the Sunriver Declaration Establishing Meadow Village, except the reservation of easements set forth in Section 11 thereof. Overlook Park II shall also be subject to the provisions set forth in Sections 4 and 5 below. All private areas within Overlook Park 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 Meadow Village and this instrument.

### Section 4

#### CLASSIFICATION OF LOTS AND RESERVATION OF EASEMENTS

Each lot in Overlook Park II 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 Overlook Park II solely for the purpose of laying, maintaining and replacing under the ground water, sewage, electrical, telephone, television and other utility lines and facilities.

Section 5

MISCELLANEOUS

5.1 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 Overlook Park II, by written consent of unit owners owning 75 percent of the units within Overlook Park II; or

(b) By either of the methods provided in Section 12.1 of the Sunriver Declaration Establishing Meadow Village.

Any amendment or repeal of a provision of this Sunriver Declaration or additional provisions 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.

5.2 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 Overlook Park II 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 Overlook Park 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 5.1 for the amendment, repeal or addition of a provision to this Sunriver Declaration. Any such termination shall become effective upon the filing 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.

5.3 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 amended declaration this 23 day of February , 1976 .

SUNRIVER PROPERTIES, INC.

By *[Signature]* President

ATTEST:

By *[Signature]*

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

On this 23 day of February, 1976, personally appeared R. C. ANDERSON who, being duly sworn, did say that he is the President of SUNRIVER PROPERTIES, INC., and that the foregoing 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.

Before me:



Jean Sperry  
Notary Public for Oregon  
My commission expires: 8-6-78

12857

STATE OF OREGON  
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 23 day of Feb AD 1976 at 2:34 clock P M., and recorded in Book 202 on Page 990 records of Deeds

ROSEMARY PATTERSON  
County Clerk

By Helen Wilson Deputy