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SUNRIVER DECLARATION ESTABLISHING SKYPARK

AND

ANNEXING SKYPARK TO MEADOW 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.

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 August 29, 1972, Developer filed a plat entitled "Skypark," which plat is recorded in Volume 12 of the Records of Plats of Deschutes County, Oregon at Pages 9 and 9A. The area described on such plat, except that portion marked "Tract 'A'," 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, except said "Tract 'A'," 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.

Developer also wishes to create an additional land classification within Meadow Village to be known as "limited common areas."

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 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 "Skypark" shall mean the area described on the plat entitled "Skypark" recorded on the 29th day of August, 1972, in Volume 12 of Plats of Deschutes County, Oregon, at Pages 9 and 9A, but shall not include the property marked "Tract 'A'" on said plat.

Section 2

SUBJECTION OF SKYPARK 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 Skypark shall be subject to the Plan of Sunriver on the following terms and conditions:

(a) Each lot shown on the above-described plat of Skypark, except Tract "A", 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) There are no "common areas," as defined in the Plan of Sunriver, within Skypark.

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

2.2 Limited Common Areas - Pursuant to Section 4.1 of the Plan of Sunriver, Developer hereby creates an additional land classification with Meadow 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 Meadow Village or in any Sunriver declaration annexing property to Meadow 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. In addition, the Administrator of Sunriver, its successors and assigns, shall have the right to use such areas for the purpose of laying, maintaining and replacing under the ground water, sewage, electrical, telephone and other utility lines and facilities.

(c) Limited common areas shall be subject to an exclusive easement of use by residents of Sunriver to whose units such areas pertain, subject to the rights of the Administrator of Sunriver as set forth herein. 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 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 pertains. 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 Designation of Limited Common Areas Within Skypark -

(a) Those areas of Skypark marked on the plat thereof as "Limited Common Element" shall be limited common areas for purposes of Section 2.2 above. Until Tract "A", as shown on said plat, has been subjected to the Plan of Sunriver, these limited common areas shall pertain solely to the units within Skypark, and shall pertain to each such unit on an equal basis. Upon subjection of Tract "A" to the Plan of Sunriver, the areas marked "Limited Common Element" shall pertain both to the units within Skypark and the units within Tract "A," and will pertain to each unit equally, regardless of which area the unit is located in. Use of such areas shall be subject to rules and regulations established by the Administrator of Sunriver.

(b) Those areas of Skypark marked on the plat thereof as "Limited Common Element for Tract 'A'" shall be limited common areas for purposes of Section 2.2 and shall pertain exclusively to the units within Tract "A". Such areas shall pertain to each such unit equally, and shall be used for airplane parking purposes.

2.4 Annexation to Meadow Village - Developer hereby declares that Skypark shall be a part of that certain village known as Meadow Village referred to in the Sunriver Declaration Establishing Meadow Village, and Skypark accordingly is hereby annexed to Meadow Village.

Section 3

DECLARATION AS TO RESTRICTIONS ON USE

Skypark 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 and except that for purposes of Section 5.2 thereof, the term "garage" shall include an airplane hanger. Skypark shall also be subject to the provisions set forth in Sections 4 and 5 below. All private areas within Skypark 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 Skypark 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 Skypark 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 Skypark, by written consent of unit owners owning 75 percent of the units within Skypark; 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 Skypark 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 Skypark 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 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.

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 day of , 1973.

SUNRIVER PROPERTIES, INC.

ATTEST:

By

William C. Taylor
Assistant Secretary

By

Charles D. Allis
Charles D. Allis, President

STATE OF OREGON)
) ss.
County of Deschutes)

On this 23 day of March , 1973 personally appeared CHARLES D. ALLIS, 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:



Leslie E. Horine
Notary Public for Oregon
My commission expires: 2-28-77

1857
STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 23 day of Mar A.D. 19 73 at 4:50 o'clock P. M. and recorded in Book 143 on Page 651 Records of Deeds

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ROSEMARY PATTERSON
County Clerk
By Janice L. Bell Deputy

Bill Taylor
Sunriver Properties, Inc.
Sunriver, Ore 97701