THE MAMMOTH LAKES CORPORATION DECLARATION ESTABLISHING THE RIVER BLUFF SECTION AND SUBJECTING IT TO THE PLAN OF SUNRISE VILLAGE

THIS DECLARATION is made and executed this 27th day of July, 1978, by THE MAMMOTH LAKES CORPORATION, an Oregon corporation, the "Developer," to subject the property herein to the Plan of Sunrise Village and to certain covenants, restrictions, assessments, and penalties.

By instrument dated July 27, 1978 and recorded July 28, 1978, in Volume 279, page 210, of the records of deeds of Deschutes County, Oregon, the "Developer" has established the Plan of Sunrise Village; hereinafter called the "Plan".

The Plan of Sunrise Village contemplates the Developer will organize within Sunrise Village a number of residential areas, each of which will consist of a separate "Section." Each section is to have its own development plan and its own restrictions as to the use of the private areas within the section.

Developer has created plans for a Section within Sunrise Village to be known as "River Bluff Section." Homes within this Section will be attractive either for permanent or recreational use. There will be common areas and service areas within this Section available for the use of all Sunrise Village residents. Developer proposes to establish and maintain a high standard for the improvement of private areas within River Bluff Section to insure a maximum value is created and maintained for those who acquire homesites there.

Developer now wishes to subject to the Plan the real

property described in Section 1.2 below and desires to make provision for the conditions upon which private areas within such property may be used.

SECTION 1. Definitions. When used herein the following terms shall have the following meanings:

1.1 All definitions contained in the Plan, Section 1, will apply to this declaration.

Additionally:

1.2 "River Bluff Section" will be that portion of Sunrise Village described in that plat dated July , 1978 and filed July 27, 1978 in Volume 17, page 44, of Record of Townplats, Deschutes County, Oregon.

1.3 "Lot" is a unit under Section 1.23 of the Plan.

SECTION 2. Subjection to The Plan.

2.1 Pursuant to Section 2.1 of the Plan of Sunrise Village Developer declares River Bluff Section to be subject to the Plan on the following terms:

(a) Each lot shown on the plat of River Bluff Section shall constitute a private area for the purpose of the Plan.

(b) "Unit Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to any lot situated in the Section unless the record owner retains such title merely to secure an obligation and a contract purchaser is registered as a purchaser in the Manager's records in which case such contract

purchaser shall be deemed a unit owner.

(c) Common areas are common areas for purposes of the Plan.

(d) Service areas are service areas for the purpose of the Plan.

(e) Paths and trails are service areas.

(f) Bicycle paths are private ways.

(g) All property is subject to the benefits, restrictions, limitations, assessments, and penalties of the Plan.

SECTION 3 Use and Occupancy of Private Areas.

Each unit owner 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.

SECTION 4. Construction and Alterations of Improvements in Private Areas.

No person shall construct or reconstruct any improvement on any unit, or alter or refinish the exterior of any improvement on any unit, make any change in any unit, whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a unit unless such person has first obtained the consent thereto of the Architecture Review Committee or such changes are made in accordance with the published rules of the Architecture Review Committee. Each improvement to be located on any lot shall be located in accordance with Architecture Review Committee Rules and shall be subject to the approval of the Architecture Review Committee.

SECTION 5. General Provisions for and Restriction on the Use of Private Areas.

5.1 Maintenance of Units. Each unit and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

5.2 Type of Building. No building other than a single family dwelling for private use may be constructed on any unit. No mobile home or travel trailer may be used as a residence, as said terms are defined in the Deschutes County Zoning Ordinance PL-5.

5.3 Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring units and common areas in a manner approved by the Architecture Review Committee.

5.4 Signs. No signs shall be placed or kept on a unit other than a sign 10"x24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs provided by the Manager shall be used to advertise a unit for sale. The number of "For Sale" signs in a section can be limited by the Manager of Sunrise Village. The manager shall allot the limited number of signs on a just and equitable basis.

5.5 Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

5.6 Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any unit nor shall anything be

placed or constructed on any unit or anything done on a unit which interferes with or jeopardizes the enjoyment of other units, common areas, service areas, or private areas within River Bluff Section.

5.7 View. The height of improvements or vegetation and trees on a unit shall not materially restrict the view of other unit owners. The Architecture Review Committee shall be the sole judge of the suitability of such heights. If the Architecture Review Committee determines there is such restriction in the view of other unit owners, written notice shall be delivered to the offending unit owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architecture Review Committee, the Manager shall enter the offending unit, complete the removal or reduction, charging the owner of the unit the reasonable costs for the work done. This section is not to be read as justification to create views not present when the unit was originally purchased.

5.8 Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the Manager.

5.9 Lighting. No exterior lighting or noise-making devises shall be installed or maintained on a unit without written Architecture Review Committee consent.

5.10 Planting. No trees, shrubs, or other vegetation shall be planted on a unit or removed therefrom without written Architecture Review Committee consent or in accordance with published rules

of the Architecture Review Committee.

5.11 Fire Hazard. In the event a unit owner allows the condition of his unit to be such as to constitute a fire hazard the Manager may invoke the provisions of Section 11.2 of the Plan allowing for entry and change by the Manager at the owner's expense. In this case notice and waiting requirements are reduced to seven (7) days. The Manager, after consulting with the Sunrise Village Association Board of Directors, shall determine what constitutes a fire hazard.

5.12 Temporary Structures. Only temporary structures which have been approved by the Architecture Review 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 occurs first. Persons may not reside on a unit during construction in these approved structures.

5.13 Parking. A minimum of two parking places must be provided for each unit and must meet the standards set by the Architecture Review Committee.

SECTION 6. Uses Prohibited Without the Consent of the Manager.

6.1 Unless the Manager of Sunrise Village has consented in writing no parts of any area, including private areas of River Bluff Section, shall be used in any of the following ways:

(a) As a parking or storage place on a permanent basis for trailers, truck campers, boats, boat trailers, snow-

mobiles or other off-road vehicles.

(b) As a place to raise domestic animals of any kind, including horses, except for a reasonable number of household pets, which are not kept, bred or raised for commercial purposes and are not a nuisance to other units.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

6.2 The Manager may make rules and regulations of a general applicability governing the extent to which any of the foregoing may be permitted, which shall become part of the Sunrise Village Rules and Regulations unless 50 percent of the section owners disagree in writing within ten (10) days of receiving notice of the proposed rules.

6.3 A vote of 50 percent of the unit owners of the section can adopt, amend or repeal such rules.

SECTION 7. Architecture Review Committee Consent. In all cases in which Architecture Review Committee consent is required the following provisions, together with provisions contained in the Plan shall apply:

7.1 Material Required to be Submitted. Where consent must be acquired by unit owners from the Architecture Review Committee, plans, specifications and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence with requires consent.

7.2 Architecture Review Committee Discretion and Guidelines. The Architecture Review Committee may at its discretion withhold

consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular unit or incompatible with the quality and high design standards of River Bluff Section. Considerations such as color, design, size, view, effect on other unit owners, disturbance of existing terrain and vegetation, and any other factor of which the Architecture Review Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

7.3 Failure to Act. In the event the Architecture Review Committee fails to render its decision with respect to any proposed work within the 90 days granted it in Section 8.1 the Committee shall conclusively be deemed to have consented to the proposal.

7.4 Effective Period of Consent. For items under Section 4 of this Declaration Architecture Review Committee consent shall be revoked one year after issuance unless the work has been commenced or the unit owner has applied for and received an extension of time from the Architecture Review Committee.

SECTION 8. Easement. The Manager of Sunrise Village reserves an easement five (5) feet on each side of all unit property lines and as indicated in the plat for the section, for the installation of utilities and all service items.

SECTION 9. Annexation. Developer may from time to time annex to River Bluff Section any real property within Sunrise Village. The annexation shall be accomplished by Developer's stating in the Sunrise Village declaration pursuant to which any such area

is subject to the Plan of Sunrise Village that such area is to be a part of River Bluff Section. In any such declaration Developer shall state the extent to which such additional areas shall be subject to the covenants and restrictions herein set forth and shall set forth any additional covenants and restrictions applicable to such additional areas.

SECTION 10. Miscellaneous.

10.1 Amendment and Repeal. Unit owners owning 75 percent of the units within River Bluff Section or any annexation to it, may consent in writing to the amendment or repeal of a provision or to the addition of new provisions to this declaration. This declaration is not to be amended so as to remove it from under the provisions of the Plan except as provided in Section 3 of the Plan.

10.2 Duration. The covenants and provisions contained in Sections 3 through 9 of this declaration 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 River Bluff Section 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 River Bluff Section affected thereby and the unit owners thereof for successive additional periods of 10 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 10.1 of the amendment, repeal, or addition of a provision of this Mammoth Lakes Corporation 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 Manager of Sunrise Village certifying that termination as of a specified termination date has been approved in a manner required therefor herein not less than one year prior to the intended termination date.

10.3 Construction; Severability; Number; Captions. This Mammoth Lakes Corporation 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 Mammoth Lakes Corporation 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 provisions.

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 Mammoth Lakes Corporation declaration.

IN WITNESS WHEREOF The Mammoth Lakes Corporation has executed this declaration the day and year first above written.

THE MAMMOTH LAKES CORPORATION

BY G. Ross Mather
G. ROSS MATHER, President

STATE OF OREGON , County of Deschutes, ss: July 27, 1978

Personally appeared G. ROSS MATHER, who being duly sworn, did say that he is President of THE MAMMOTH LAKES CORPORATION 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:

Robert A Loeliger
NOTARY PUBLIC FOR
My Commission Expires: 2-9-79

3092

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 31 day of July A.D. 19 78 at 7:13 o'clock P M., and recorded in Book 279 on Page 385 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By Denise Pritchard Deputy

THE MAMMOTH LAKES CORPORATION DECLARATION ESTABLISHING THE WEST KNOLL SECTION AND SUBJECTING IT TO THE PLAN OF SUNRISE VILLAGE

THIS DECLARATION is made and executed this 16 day of JULY 1980, by THE MAMMOTH LAKES CORPORATION, an Oregon corporation, the "Developer," to subject the property herein to the Plan of Sunrise Village and to certain covenants, restrictions, assessments, and penalties.

By instrument dated July 28, 1978 and recorded in Volume 279, page 210, of the records of deeds of Deschutes County, Oregon, the "Developer" has established the Plan of Sunrise Village; hereinafter called the "Plan".

The Plan of Sunrise Village contemplates the Developer will organize within Sunrise Village a number of residential areas, each of which will consist of a separate "Section." Each section is to have its own development plan and its own restrictions as to the use of the private areas within the section.

Developer has created plans for a Section within Sunrise Village to be known as "West Knoll Section." Homes within this Section will be attractive either for permanent or recreational use. There will be common areas and service areas within this Section available for the use of all Sunrise Village residents. Developer proposes to establish and maintain a high standard for the improvement of private areas within West Knoll Section to insure a maximum value is created and maintained for those who acquire homesites there.

Developer now wishes to subject to the Plan the real

property described in Section 1.2 below and desires to make provision for the conditions upon which private areas within such property may be used.

SECTION 1. Definitions. When used herein the following terms shall have the following meanings:

1.1 All definitions contained in the Plan, Section 1, will apply to this declaration.

Additionally:

1.2 "West Knoll Section" will be that portion of Sunrise Village described in that plat dated 7-16-80 and filed 7-16-80 in Volume 19, page 35, of Record of Townplats, Deschutes County, Oregon.

1.3 "Lot" is a unit under Section 1.23 of the Plan.

SECTION 2. Subjection to The Plan.

2.1 Pursuant to Section 2.1 of the Plan of Sunrise Village Developer declares West Knoll Section to be subject to the Plan on the following terms:

(a) Each lot shown on the plat of West Knoll Section shall constitute a private area for the purpose of the Plan.

(b) "Unit Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to any lot situated in the Section unless the record owner retains such title merely to secure an obligation and a contract purchaser is registered as a purchaser in the Manager's records in which case such contract

purchaser shall be deemed a unit owner.

(c) Common areas are common areas for purposes of the Plan.

(d) Service areas are service areas for the purpose of the Plan.

(e) Paths and trails are service areas.

(f) Bicycle paths are private ways.

(g) All property is subject to the benefits, restrictions, limitations, assessments, and penalties of the Plan.

SECTION 3 Use and Occupancy of Private Areas.

Each unit owner 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.

SECTION 4. Construction and Alterations of Improvements in Private Areas.

No person shall construct or reconstruct any improvement on any unit, or alter or refinish the exterior of any improvement on any unit, make any change in any unit, whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a unit unless such person has first obtained the consent thereto of the Architecture Review Committee or such changes are made in accordance with the published rules of the Architecture Review Committee. Each improvement to be located on any lot shall be located in accordance with Architecture Review Committee Rules and shall be subject to the approval of the Architecture Review Committee.

SECTION 5. General Provisions for and Restriction on the Use of Private Areas.

5.1 Maintenance of Units. Each unit and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

5.2 Type of Building. No building other than a single family dwelling for private use may be constructed on any unit. No mobile home or travel trailer may be used as a residence, as said terms are defined in the Deschutes County Zoning Ordinance PL-5.

5.3 Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring units and common areas in a manner approved by the Architecture Review Committee.

5.4 Signs. No signs shall be placed or kept on a unit other than a sign 10"x24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs provided by the Manager shall be used to advertise a unit for sale. The number of "For Sale" signs in a section can be limited by the Manager of Sunrise Village. The manager shall allot the limited number of signs on a just and equitable basis.

5.5 Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

5.6 Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any unit nor shall anything be

placed or constructed on any unit or anything done on a unit which interferes with or jeopardizes the enjoyment of other units, common areas, service areas, or private areas within West Knoll Section.

5.7 View. The height of improvements or vegetation and trees on a unit shall not materially restrict the view of other unit owners. The Architecture Review Committee shall be the sole judge of the suitability of such heights. If the Architecture Review Committee determines there is such restriction in the view of other unit owners, written notice shall be delivered to the offending unit owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architecture Review Committee, the Manager shall enter the offending unit, complete the removal or reduction, charging the owner of the unit the reasonable costs for the work done. This section is not to be read as justification to create views not present when the unit was originally purchased.

5.8 Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the Manager.

5.9 Lighting. No exterior lighting or noise-making devises shall be installed or maintained on a unit without written Architecture Review Committee consent.

5.10 Planting. No trees, shrubs, or other vegetation shall be planted on a unit or removed therefrom without written Architecture Review Committee consent or in accordance with published rules

of the Architecture Review Committee.

5.11 Fire Hazard. In the event a unit owner allows the condition of his unit to be such as to constitute a fire hazard the Manager may invoke the provisions of Section 11.2 of the Plan allowing for entry and change by the Manager at the owner's expense. In this case notice and waiting requirements are reduced to seven (7) days. The Manager, after consulting with the Sunrise Village Association Board of Directors, shall determine what constitutes a fire hazard.

5.12 Temporary Structures. Only temporary structures which have been approved by the Architecture Review 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 occurs first. Persons may not reside on a unit during construction in these approved structures.

5.13 Parking. A minimum of two parking places must be provided for each unit and must meet the standards set by the Architecture Review Committee.

SECTION 6. Uses Prohibited Without the Consent of the Manager.

6.1 Unless the Manager of Sunrise Village has consented in writing no parts of any area, including private areas of West Knoll Section, shall be used in any of the following ways:

(a) As a parking or storage place on a permanent basis for trailers, truck campers, boats, boat trailers, snow-

mobiles or other off-road vehicles.

(b) As a place to raise domestic animals of any kind, including horses, except for a reasonable number of household pets, which are not kept, bred or raised for commercial purposes and are not a nuisance to other units.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

6.2 The Manager may make rules and regulations of a general applicability governing the extent to which any of the foregoing may be permitted, which shall become part of the Sunrise Village Rules and Regulations unless 50 percent of the section owners disagree in writing within ten (10) days of receiving notice of the proposed rules.

6.3 A vote of 50 percent of the unit owners of the section can adopt, amend or repeal such rules.

SECTION 7. Architecture Review Committee Consent. In all cases in which Architecture Review Committee consent is required the following provisions, together with provisions contained in the Plan shall apply:

7.1 Material Required to be Submitted. Where consent must be acquired by unit owners from the Architecture Review Committee, plans, specifications and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence with requires consent.

7.2 Architecture Review Committee Discretion and Guidelines. The Architecture Review Committee may at its discretion withhold

consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular unit or incompatible with the quality and high design standards of West KnollSection. Considerations such as color, design, size, view, effect on other unit owners, disturbance of existing terrain and vegetation, and any other factor of which the Architecture Review Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

7.3 Failure to Act. In the event the Architecture Review Committee fails to render its decision with respect to any proposed work within the 90 days granted it in Section 8.1 the Committee shall conclusively be deemed to have consented to the proposal.

7.4 Effective Period of Consent. For items under Section 4 of this Declaration Architecture Review Committee consent shall be revoked one year after issuance unless the work has been commenced or the unit owner has applied for and received an extension of time from the Architecture Review Committee.

SECTION 8. Easement. The Manager of Sunrise Village reserves an easement five (5) feet on each side of all unit property lines and as indicated in the plat for the section, for the installation of utilities and all service items.

SECTION 9. Annexation. Developer may from time to time annex to West KnollSection any real property within Sunrise Village. The annexation shall be accomplished by Developer's stating in the Sunrise Village declaration pursuant to which any such area

is subject to the Plan of Sunrise Village that such area is to be a part of West Knoll Section. In any such declaration Developer shall state the extent to which such additional areas shall be subject to the covenants and restrictions herein set forth and shall set forth any additional covenants and restrictions applicable to such additional areas.

SECTION 10. Miscellaneous.

10.1 Amendment and Repeal. Unit owners owning 75 percent of the units within West KnollSection or any annexation to it, may consent in writing to the amendment or repeal of a provision or to the addition of new provisions to this declaration. This declaration is not to be amended so as to remove it from under the provisions of the Plan except as provided in Section 3 of the Plan.

10.2 Duration. The covenants and provisions contained in Sections 3 through 9 of this declaration 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 West knoll Section 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 West Knoll Section affected thereby and the unit owners thereof for successive additional periods of 10 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 10.1 of the amendment, repeal, or addition of a provision of this Mammoth Lakes Corporation 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 Manager of Sunrise Village certifying that termination as of a specified termination date has been approved in a manner required therefor herein not less than one year prior to the intended termination date.

10.3 Construction; Severability; Number; Captions. This Mammoth Lakes Corporation 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 Mammoth Lakes Corporation 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 provisions.

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 Mammoth Lakes Corporation declaration.

IN WITNESS WHEREOF The Mammoth Lakes Corporation has executed this declaration the day and year first above written.

THE MAMMOTH LAKES CORPORATION

BY O. Timothy Ward
O. Timothy Ward, Vice President

STATE OF OREGON, County of DESCHUTES, ss:

Personally appeared O. Timothy Ward who being duly sworn, did say that he is Vice President of THE MAMMOTH LAKES CORPORATION 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:

Donna L. Kate
NOTARY PUBLIC FOR Oregon
My Commission Expires: 9-20-81

1268

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 16 day of July A.D. 19 80 at 9:27 o'clock A M., and recorded in Book 325 on Page 5 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By Deputy

THE MAMMOTH LAKES CORPORATION DECLARATION ESTABLISHING THE OUTBACK SECTION AND SUBJECTING IT TO THE PLAN OF SUNRISE VILLAGE

THIS DECLARATION is made and executed this 22 day of DEC. 1980, by THE MAMMOTH LAKES CORPORATION, an Oregon corporation, the "Developer," to subject the property herein to the Plan of Sunrise Village and to certain covenants, restrictions, assessments, and penalties.

By instrument dated July 28, 1978 and recorded in Volume 279, page 210, of the records of deed of Deschutes County, Oregon, the "Developer" has established the Plan of Sunrise Village; hereinafter called the "Plan".

The Plan of Sunrise Village contemplates the Developer will organize within Sunrise Village a number of residential areas, each of which will consist of a separate "Section." Each section is to have its own development plan and its own restrictions as to the use of the private areas within the section.

Developer has created plans for a Section within Sunrise Village to be known as " OUTBACK Section." Homes within this Section will be attractive either for permanent or recreational use. There will be common areas and service areas within this Section available for the use of all Sunrise Village residents. Developer proposes to establish and maintain a high standard for the inprovement of private areas within OUTBACK Section to insure a maximum value is created and maintained for those who acquire homesites there.

Developer now wishes to subject to the Plan the real

property described in Section 1.2 below and desires to make provision for the conditions upon which private areas within such property may be used.

SECTION 1. Definitions. When used herein the following terms shall have the following meanings:

1.1 All definitions contained in the Plan, Section 1, will apply to this declaration.

Additionally:

1.2 " OUTBACK Section" will be that portion of Sunrise Village described in that plat dated 12/23/80 and filed 12/23/80 in Volume 19, page 49 nt 8 of Record of Townplats, Deschutes County, Oregon.

1.3 "Lot" is a unit under Section 1.23 of the Plan.

SECTION 2. Subjection to The Plan.

2.1 Pursuant to Section 2.1 of the Plan of Sunrise Village Developer declares OUTBACK Section to be subject to the Plan on the following terms:

(a) Each lot shown on the plat of OUTBACK Section shall constitute a private area for the purpose of the Plan.

(b) "Unit Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to any lot situated in the Section unless the record owner retains such title merely to secure an obligation and a contract purchaser is registered as a purchaser in the Manager's records in which case such contract

purchaser shall be deemed a unit owner.

(c) Common areas are common areas for purposes of the Plan.

(d) Service areas are service areas for the purpose of the Plan.

(e) Paths and trails are service areas.

(f) Bicycle paths are private ways.

(g) All property is subject to the benefits, restrictions, limitations, assessments, and penalties of the Plan.

SECTION 3 Use and Occupancy of Private Areas.

Each unit owner 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.

SECTION 4. Construction and Alterations of Improvements in Private Areas.

No person shall construct or reconstruct any improvement on any unit, or alter or refinish the exterior of any improvement on any unit, make any change in any unit, whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a unit unless such person has first obtained the consent thereto of the Architecture Review Committee or such changes are made in accordance with the published rules of the Architecture Review Committee. Each improvement to be located on any lot shall be located in accordance with Architecture Review Committee Rules and shall be subject to the approval of the Architecture Review Committee.

SECTION 5. General Provisions for and Restriction on the Use of Private Areas.

5.1 Maintenance of Units. Each unit and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

5.2 Type of Building. No building other than a single family dwelling for private use may be constructed on any unit. No mobile home or travel trailer may be used as a residence, as said terms are defined in the Deschutes County Zoning Ordinance PL-5.

5.3 Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring units and common areas in a manner approved by the Architecture Review Committee.

5.4 Signs. No signs shall be placed or kept on a unit other than a sign 10"x24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs provided by the Manager shall be used to advertise a unit for sale. The number of "For Sale" signs in a section can be limited by the Manager of Sunrise Village. The manager shall allot the linited number of signs on a just and equitable basis.

5.5 Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

5.6 Offensive or Commercial Activities. No offensive or commercia activity shall be carried on in any unit nor shall anything be

placed or constructed on any unit or anything done on a unit which interferes with or jeopardizes the enjoyment of other units, common areas, service areas, or private areas within OUTBACK Section.

5.7 View. The height of improvements or vegetation and trees on a unit shall not materially restrict the view of other unit owners. The Architecture Review Committee shall be the sole judge of the suitability of such heights. If the Architecture Review Committee determines there is such restriction in the view of other unit owners, written notice shall be delivered to the offending unit owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architecture Review Committee, the Manager shall enter the offending unit, complete the removal or reduction, charging the owner of the unit the reasonable costs for the work done. This section is not to be read as justification to create views not present when the unit was originally purchased.

5.8 Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the Manager.

5.9 Lighting. No exterior lighting or noise-making devises shall be installed or maintained on a unit without written Architectur Review Committee consent.

5.10 Planting. No trees, shrubs, or other vegetation shall be plante on a unit or removed therefrom without written Architecture Review Committee consent or in accordance with published rules

of the Architecture Review Committee.

5.11 Fire Hazard. In the event a unit owner allows the condition of his unit to be such as to constitute a fire hazard the Manager may invoke the provisions of Section 11.2 of the Plan allowing for entry and change by the Manager at the owner's expense. In this case notice and waiting requirements are reduced to seven (7) days. The Manager, after consulting with the Sunrise Village Association Board of Directors, shall determine what constitutes a fire hazard.

5.12 Temporary Structures. Only temporary structures which have been approved by the Architecture Review 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 occurs first. Persons may not reside on a unit during construction in these approved structures.

5.13 Parking. A minimum of two parking places must be provided for each unit and must meet the standards set by the Architecture Review Committee.

SECTION 6. Uses Prohibited Without the Consent of the Manager.

6.1 Unless the Manager of Sunrise Village has consented in writing no parts of any area, including private areas of OUTBACK Section, shall be used in any of the following ways:

(a) As a parking or storage place on a permanent basis for trailers, truck campers, boats, boat trailers, snow-

mobiles or other off-road vehicles.

(b) As a place to raise domestic animals of any kind, including horses, except for a reasonable number of household pets, which are not kept, bred or raised for commercial purposes and are not a nuisance to other units.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

6.2 The Manager may make rules and regulations of a general applicability governing the extent to which any of the foregoing may be permitted, which shall become part of the Sunrise Village Rules and Regulations unless 50 percent of the section owners disagree in writing within ten (10) days of receiving notice of the proposed rules.

6.3 A vote of 50 percent of the unit owners of the section can adopt, amend or repeal such rules.

SECTION 7. Architecture Review Committee Consent. In all cases in which Architecture Review Committee consent is required the following provisions, together with provisions contained in the Plan shall apply:

7.1 Material Required to be Submitted. Where consent must be acquired by unit owners from the Architecture Review Committee, plans, specifications and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence with requires consent.

7.2 Architecture Review Committee Discretion and Guidelines. The Architecture Review Committee may at its discretion withhold

consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular unit or incompatible with the quality and high design standards of OUTBACK Section. Considerations such as color, design, size, view, effect on other unit owners, disturbance of existing terrain and vegetation, and any other factor of which the Architecture Review Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

7.3 Failure to Act. In the event the Architecture Review Committee fails to render its decision with respect to any proposed work within the 90 days granted it in Section 8.1 the Committee shall conclusively be deemed to have consented to the proposal.

7.4 Effective Period of Consent. For items under Section 4 of this Declaration Architecture Review Committee consent shall be revoked one year after issuance unless the work has been commenced or the unit owner has applied for and received an extension of time from the Architecture Review Committee.

SECTION 8. Easement. The Manager of Sunrise Village reserves an easement five (5) feet on each side of all unit property lines and as indicated in the plat for the section, for the installation of utilities and all service items.

SECTION 9. Annexation. Developer may from time to time annex to East Knoll Section any real property within Sunrise Village. The annexation shall be accomplished by Developer's stating in the Sunrise Village declaration pursuant to which any such area

is subject to the Plan of Sunrise Village that such area is to be a part of OUTBACK Section. In any such declaration Developer shall state the extent to which such additional areas shall be subject to the covenants and restrictions herein set forth and shall set forth any additional covenants and restrictions applicable to such additional areas.

SECTION 10. Miscellaneous.

10.1 Amendment and Repeal. Unit owners owning 75 percent of the units within OUTBACK Section or any annexation to it, may consent in writing to the amendment or repeal of a provision or to the addition of new provisions to this declaration. This declaration is not to be amended so as to remove it from under the provisions of the Plan except as provided in Section 3 of the Plan.

10.2 Duration. The covenants and provisions contained in Sections 3 through 9 of this declaration 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 OUTBACK Section 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 OUTBACK Section affected thereby and the unit owners thereof for successive additional periods of 10 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 10.1 of the amendment, repeal, or addition of a provision of this Mammoth Lakes Corporation 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 Manager of Sunrise Village certifying that termination as of a specified termination date has been approved in a manner required therefor herein not less than one year prior to the intended termination date.

10.3 Construction; Severability; Number; Captions. This Mammoth Lakes Corporation 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 Mammoth Lakes Corporation 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 provisions.

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 Mammoth Lakes Corporation declaration.

IN WITNESS WHEREOF The Mammoth Lakes Corporation has executed this declaration the day and year first above written.

THE MAMMOTH LAKES CORPORATION

BY O. Timothy Ward
O. Timothy Ward, Vice President

STATE OF OREGON, County of DESCHUTES, ss:

Personally appeared O. Timothy Ward who being duly sworn, did say that he is Vice President of THE MAMMOTH LAKES CORPORATION 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:

Linda Kiri - Oregon
NOTARY PUBLIC FOR
My Commission Expires: 11-5-84

NOTARY PUBLIC STATE OF OREGON

15735

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 23 day of Dec A.D. 19 80 at 3:30 o'clock P M., and recorded in Book 333 on Page 950 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By Diane Pahlke Deputy

Return to:
Jim Ward
2151 NE 1st
Bend, Ore

THE MAMMOTH LAKES CORPORATION DECLARATION ESTABLISHING THE EAST KNOLL SECTION AND SUBJECTING IT TO THE PLAN OF SUNRISE VILLAGE 40810

THIS DECLARATION is made and executed this 25th day of SEPT. 1979, by THE MAMMOTH LAKES CORPORATION, an Oregon corporation, the "Developer," to subject the property herein to the Plan of Sunrise Village and to certain covenants, restrictions, assessments, and penalties.

By instrument dated July 28, 1978 and recorded in Volume 279, page 210, of the records of deed of Deschutes County, Oregon, the "Developer" has established the Plan of Sunrise Village; hereinafter called the "Plan".

The Plan of Sunrise Village contemplates the Developer will organize within Sunrise Village a number of residential areas, each of which will consist of a separate "Section." Each section is to have its own development plan and its own restrictions as to the use of the private areas within the section.

Developer has created plans for a Section within Sunrise Village to be known as "East Knoll Section." Homes within this Section will be attractive either for permanent or recreational use. There will be common areas and service areas within this Section available for the use of all Sunrise Village residents. Developer proposes to establish and maintain a high standard for the inprovement of private areas within East Knoll Section to insure a maximum value is created and maintained for those who acquire homesites there.

Developer now wishes to subject to the Plan the real

property described in Section 1.2 below and desires to make provision for the conditions upon which private areas within such property may be used.

SECTION 1. Definitions. When used herein the following terms shall have the following meanings:

1.1 All definitions contained in the Plan, Section 1, will apply to this declaration.

Additionally:

1.2 "East Knoll Section" will be that portion of Sunrise Village described in that plat dated OCT. 15, 1979 and filed OCT. 15, 1979 in Volume 18, page 70, 71, 72 of Record of Townplats, Deschutes County, Oregon.

1.3 "Lot" is a unit under Section 1.23 of the Plan.

SECTION 2. Subjection to The Plan.

2.1 Pursuant to Section 2.1 of the Plan of Sunrise Village Developer declares East Knoll Section to be subject to the Plan on the following terms:

(a) Each lot shown on the plat of East Knoll Section shall constitute a private area for the purpose of the Plan.

(b) "Unit Owner" shall mean the record owner, whether one or more persons or entities of fee simple title to any lot situated in the Section unless the record owner retains such title merely to secure an obligation and a contract purchaser is registered as a purchaser in the Manager's records in which case such contract

purchaser shall be deemed a unit owner.

(c) Common areas are common areas for purposes of the Plan.

(d) Service areas are service areas for the purpose of the Plan.

(e) Paths and trails are service areas.

(f) Bicycle paths are private ways.

(g) All property is subject to the benefits, restrictions, limitations, assessments, and penalties of the Plan.

SECTION 3 Use and Occupancy of Private Areas.

Each unit owner 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.

SECTION 4. Construction and Alterations of Improvements in Private Areas.

No person shall construct or reconstruct any improvement on any unit, or alter or refinish the exterior of any improvement on any unit, make any change in any unit, whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a unit unless such person has first obtained the consent thereto of the Architecture Review Committee or such changes are made in accordance with the published rules of the Architecture Review Committee. Each improvement to be located on any lot shall be located in accordance with Architecture Review Committee Rules and shall be subject to the approval of the Architecture Review Committee.

SECTION 5. General Provisions for and Restriction on the Use of Private Areas.

5.1 Maintenance of Units. Each unit and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

5.2 Type of Building. No building other than a single family dwelling for private use may be constructed on any unit. No mobile home or travel trailer may be used as a residence, as said terms are defined in the Deschutes County Zoning Ordinance PL-5.

5.3 Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring units and common areas in a manner approved by the Architecture Review Committee.

5.4 Signs. No signs shall be placed or kept on a unit other than a sign 10"x24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs provided by the Manager shall be used to advertise a unit for sale. The number of "For Sale" signs in a section can be limited by the Manager of Sunrise Village. The manager shall allot the limited number of signs on a just and equitable basis.

5.5 Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

5.6 Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any unit nor shall anything be

placed or constructed on any unit or anything done on a unit which interferes with or jeopardizes the enjoyment of other units, common areas, service areas, or private areas within East Knoll Section.

5.7 View. The height of improvements or vegetation and trees on a unit shall not materially restrict the view of other unit owners. The Architecture Review Committee shall be the sole judge of the suitability of such heights. If the Architecture Review Committee determines there is such restriction in the view of other unit owners, written notice shall be delivered to the offending unit owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architecture Review Committee, the Manager shall enter the offending unit, complete the removal or reduction, charging the owner of the unit the reasonable costs for the work done. This section is not to be read as justification to create views not present when the unit was originally purchased.

5.8 Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the Manager.

5.9 Lighting. No exterior lighting or noise-making devises shall be installed or maintained on a unit without written Architecture Review Committee consent.

5.10 Planting. No trees, shrubs, or other vegetation shall be planted on a unit or removed therefrom without written Architecture Review Committee consent or in accordance with published rules

of the Architecture Review Committee.

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SECTION 9. Annexation. Developer may from time to time annex to East Knoll Section any real property within Sunrise Village. The annexation shall be accomplished by Developer's stating in the Sunrise Village declaration pursuant to which any such area

is subject to the Plan of Sunrise Village that such area is to be a part of East Knoll Section. In any such declaration Developer shall state the extent to which such additional areas shall be subject to the covenants and restrictions herein set forth and shall set forth any additional covenants and restrictions applicable to such additional areas.

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10.2 Duration. The covenants and provisions contained in Sections 3 through 9 of this declaration 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 East Knoll Section 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 East Knoll Section affected thereby and the unit owners thereof for successive additional periods of 10 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 10.1 of the amendment, repeal, or addition of a provision of this Mammoth Lakes Corporation 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 Manager of Sunrise Village certifying that termination as of a specified termination date has been approved in a manner required therefor herein not less than one year prior to the intended termination date.

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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 Mammoth Lakes Corporation declaration.

IN WITNESS WHEREOF The Mammoth Lakes Corporation has executed this declaration the day and year first above written.

THE MAMMOTH LAKES CORPORATION

BY G. Ross Mather
G. ROSS MATHER, President

STATE OF California, County of Mono, ss:

Personally appeared G. ROSS MATHER, who being duly sworn, did say that he is President of THE MAMMOTH LAKES CORPORATION 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:

GRACE A. KRULL
Notary Public - California
Principal office in
INYO COUNTY
Commission expires Sept. 14, 1981

Grace A Krull
NOTARY PUBLIC FOR
My Commission Expires: 9-14-81

10810

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 15th day of Oct A.D. 1979 at 9:16 o'clock a. M., and recorded in Book 309 on Page 368 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By [illegible] Deputy

Return to:
Mammoth Lakes Corp
2151 NE 1st St.
Bend, OR 97701