

For Assn. file - Don't Remove

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units

# 19-40

DECLARATION OF UNIT OWNERSHIP  
WILDFLOWER/SUNRIVER II

This Declaration is made this 12th day of September, 1978, by WILDFLOWER/SUNRIVER, a partnership (hereinafter called "Declarant"), pursuant to the provisions of the Unit Ownership Act of the State of Oregon.

RECITALS

This Declaration is made upon the basis of the following facts, understandings and intentions of the Declarant:

1. Declarant is the owner of certain real property located at Sunriver, Oregon, and more particularly described on that certain subdivision plat entitled Fairway Condominiums Tracts A, B & C filed for record in the Official Records of the County of Deschutes, Oregon, in Book 15 of Maps at page 46 on December 30, 1976 (see Exhibit B attached hereto).

2. Declarant is constructing condominium units upon the land described in the plat and is making certain other improvements thereon.

3. Declarant intends to submit the property and improvements to the provision of the Unit Ownership Act of Oregon ORS 91.500 to 91.671 and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved.

4. Declarant has filed, as part of this Declaration, for record in the office of the recording officer of Deschutes County, Oregon, (1) the floor plans of the units described in this Declaration showing the layout, designation, location and dimensions of each unit and the common elements to which each has access and also showing the types of units available, there being attached to the floor plans a statement of the registered architect who prepared the floor plans certifying that the plans fully and completely depict the layout of the units; (2) a plat of that portion of the land subject to this Declaration complying with ORS 92.080 and based upon a survey showing the bearing and length of each line, the initial point of the survey giving ties to a corner or corners of record or to monuments set and found and the location of all buildings, roads, roadways and other improvements to which is attached a surveyor's affidavit complying with ORS 92.070; and (3) the by-laws of the Wildflower/Sunriver II Association.

5. Declarant desires and intends by filing this Declaration and the floor plans and plat described above to submit the real property and improvements constructed thereon together with all the appurtenances to the provisions of the Unit Ownership Act as a condominium project and to impose upon the land, building and improvements mutually beneficial restrictions under a general plan of improvement for the benefit of the condominium units and the owners thereof.

6. The real property was annexed to Sunriver, Oregon, by that certain Sunriver Declaration Establishing Fairway Condominiums and Annexing It to Fairway Island filed on December 30, 1976 in the Official Records of the County of Deschutes, Oregon, in Book 243, at Page 183 et seq., Deed of Records.

THEREFORE, Declarant declares that the property described on Exhibit B attached hereto is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of the land and the division thereof into condominium units and shall be deemed to run with the land and be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the land, condominium units and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

#### I. DEFINITIONS

1.1 Incorporation by Reference. Each of the terms defined in the following documents shall have the meaning set forth therein: Plan of Sunriver, Sunriver Declaration Establishing Meadow Village - Area I, Sunriver Declaration Establishing Fairway Island Houses I and Annexing Fairway Island Houses I to Meadow Village, and Sunriver Declaration Establishing Fairway Condominiums and Annexing It to Fairway Island.

1.2 "Wildflower Declaration" shall mean this instrument.

1.3 "Project" shall mean the property as defined in ORS 91.500 (18).

1.4 "Condominium" shall mean the entire estate owned by an owner consisting of an undivided interest in the land in the general common elements and any attributable limited common elements and the ownership of a separate

interest in the unit.

1.5 "Owner" shall mean any person, natural or artificial, or any group of persons with an ownership interest in a condominium in the project.

1.6 "Board of Directors" shall mean the Board of Directors of the Wildflower/Sunriver II Association of Unit Owners.

1.7 "Mortgage" shall mean a Deed of Trust as well as a mortgage.

1.8 "Mortgagee" shall mean a beneficiary under or holder of, a Deed of Trust as well as a mortgage.

1.9 "Wildflower/Sunriver II Association" shall mean the Wildflower/Sunriver II Association of Unit Owners formed pursuant to ORS 91.500 et seq.

## II. GENERAL

2.1 Name. The name by which the project shall be known is Wildflower/Sunriver II.

2.2 Unit Description. A general description of each unit including the number of stories of each unit, the number of units in the location, designation and approximate area of each unit are set forth in Exhibit A attached hereto. The principal materials of which units are constructed are: concrete foundation; wood framing; windows and doors; drywall interiors; plumbing and wiring conforming to the State of Oregon Codes at the time of construction; shingles; wood exterior and down-spouts in place.

2.3 Common Elements. General common elements include the land described in Exhibit B; yards, gardens, swimming pool and area, parking areas, streets and outside storage spaces, foundations, columns, girders, beams, supports, roofs, stairs and decks, the exterior undecorated perimeter of walls, floors and ceilings, exterior installation of telephone, power, light, gas, hot and cold water, heating, refrigeration, air-conditioning, waste disposal and incinerating, and television cable.

Rev. 8/8/78

III. LIMITATIONS ON USE

The use for which each of the units is intended and limited is as follows:

3.1 Residence. No owner shall occupy or use his unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence for the owner, the owner's family and his guests; except that any owner may rent his unit or any part thereof as a commercial hotel unit during periods when the owner shall not be in occupancy thereof and except that Declarant may occupy and use one unit as a model and sales office until all the units in the project are sold. No unit may be occupied as a temporary or permanent residence by more than the maximum number of persons specified for that type of unit by the Board of Directors of the Wildflower/Sunriver II Association.

3.2 Obstruction. There shall be no obstruction of the common areas. Nothing shall be stored in the common areas without the manager's prior consent.

3.3 Insurance. Nothing shall be done or kept in any unit or in common areas which will increase the rate of insurance on the common areas without the manager's prior consent. No owner shall permit anything to be done or kept in his unit or in the common areas which will result in cancellation of insurance on any unit or any part of the common areas or which will be in violation of any law. No waste shall be committed in the common areas.

3.4 Signs. No sign of any kind shall be displayed to public view on or from any unit of the common areas without the manager's prior consent.

3.5 Animals. No animals, livestock or poultry shall be raised, bred, or kept in any unit or in the common areas except that dogs, cats and other household pets may be kept in units subject to rules and regulations adopted by the Board of Directors.

3.6 Activities. No noxious or offensive activity shall be carried on in any unit or in the common areas nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

3.7 Alterations. Nothing shall be altered or constructed in or removed from the common areas except upon the written consent of the manager.

3.8 Encroachment. None of the rights and obligations of the owners created herein or by the deed creating the condominiums shall be altered in any way by encroachment due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance

for said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if encroachment occurred due to the willful conduct of said owner or owners.

3.9 Service of Process. The name of the person to receive service of process in the cases provided in subsection (1) of ORS 91.578 is Robert Gowan, and his place of business within Deschutes County, Oregon, is Great Hall, Center Drive, Sunriver, Oregon.

3.10 Owner's Obligation to Repair. Except for those portions which the Board of Directors is required to maintain and repair hereunder (if any), each owner shall at the owner's expense keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating, painting and varnishing which at any time may be necessary to maintain the good appearance and condition of his unit. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance, repair or replacement of any plumbing, fixtures, refrigerators or ranges that may be in his condominium unit.

IV. ANNEXATION

4.1 Declarant proposes to develop the project in three stages and annex each stage when completed as follows (see also the chart attached as Exhibit C):

A. Twenty-two (22) units constructed in the first stage; the interest of each unit owner in the general common elements therein at the completion of construction of Stage I will be 1/22nd.

B. Twelve (12) units constructed in the second stage; the interest of each unit owner in the general common elements therein at the completion of construction of Stage II will be 1/34th.

C. Fourteen (14) units constructed in the third stage; the interest of each unit owner in the general common elements therein at the completion of construction of Stage III will be 1/48th.

4.2 Pre-sales. Declarant intends to presell condominium units prior to construction and may require that one hundred percent (100%) of the units of each stage must be sold prior to electing to proceed with the construction of the units in the next successive stage.

4.3 Additional Common Elements. Additional common elements which Declarant proposes to annex at each stage of development which elements might substantially increase the proportionate amount of the common expenses payable by existing owners are streets and parking areas.

4.4 Election of Declarant. Declarant reserves the right to limit the condominiums to less than three stages and fewer than 48 units. No additional stage may be added after January 1, 1983.

V. BOARD OF DIRECTORS

5.1 Powers of Board. The Board of Directors shall have the exclusive right to contract for insurance upon the units and common areas and for all goods and services necessary for the repair, maintenance and improvement of all common areas and shall have the power to assess the unit owners on account thereof in the manner provided in the by-laws of the Wildflower/Sunriver II Association. Until the first meeting of the Board of Directors, Declarant shall exercise all of the powers of the Board of Directors and shall have the power and authority to contract for insurance, goods and services on behalf of the Wildflower/Sunriver II Association for terms extending to or beyond the first meeting of the Board of Directors; provided, however, that such insurance, goods and services shall not be contracted for a period in excess of that normally to be contracted for by a prudent property owner.

5.2 Improvement of Common Areas. The Board of Directors shall not make any structural alterations, capital alterations to or capital improvements of the common areas requiring an expenditure in excess of One Thousand Dollars (\$1,000) without the prior approval of owners holding a majority percentage interest in the project.

5.3 Failure of Board of Directors to Insist on Strict Performance. The failure of the Board of Directors or manager to insist in any one or more instances upon strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future enforcement of such term, covenant, condition or restriction, but such term, covenant or restriction shall remain in full force and effect. The receipt by the Board of Directors or manager of any charge from any owner with the knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Board of Directors or manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors or manager.

5.4 Limitation of Liability. The Board of Directors and/or manager and each thereof shall not be liable for any failure or water supply or other service to be obtained and paid for by the Board of Directors hereunder or for any injury or damage to person or property caused by

the elements or by another owner or person in the project or damage from electricity, water, rain, snow or ice which may leak or flow from outside or from any part of the building or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by gross negligence of the Board of Directors or the manager as the case may be. No diminution or abatement of common expense assessment shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements for the common areas or from any action taken to comply with any law, ordinance or orders of a governmental authority.

5.5 Indemnification of Directors. Each director and the manager shall be indemnified by the owners against all expenses and liabilities including attorneys' fees reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may be involved by reason of his being or having been a director or manager or any settlement thereof whether or not he is a director or manager at the time such expenses are incurred except in such case where the director or manager is adjudged guilty of willful nonfeasance, misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement as being for the best interest of the Wildflower/Sunriver II Association and the Board of Directors.

5.6 Insurance. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereafter provided and including insurance for such other risks of a similar or dissimilar nature as are or shall be hereafter customarily be covered with respect to other condominium projects similar in construction, design and use which insurance shall be governed by the provisions in this numbered section.

A. For the benefit of the Wildflower/Sunriver II Association and owners, the Board of Directors shall obtain and maintain at all times and shall pay for out of the common expense funds the following insurance:

(i) A master policy or subscription policies of fire insurance on all units and common areas with endorsements providing extended coverage vandalism coverage, special extended coverage, and such other fire and casualty insurance as the Board of Directors shall determine, to give substantially equal or greater protection to the owners and their mortgagees as their

respective interests appear which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each condominium unit, if any;

(ii) A master policy or subscription policies insuring the Wildflower/Sunriver II Association, its Board of Directors, the unit owners and the manager against any liability to the public and/or the owners of units and their invitees or tenants occurring in, on or about the units and common elements or either thereof, arising out of or incident to the ownership or any use of the project and including the personal liability exposure of the owners. Limits of liability under such insurance shall not be less than \$500,000 for all persons injured in any one accident and shall not be less than \$100,000 for property damage in each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and to be increased in its discretion). In addition, the directors shall maintain an umbrella liability policy of \$1,000,000 insuring against the same risks. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsements wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(iii) Workmen's compensation insurance to the extent necessary to comply with any applicable laws; and

(iv) A fidelity bond naming the manager and such other person as may be designated by the Board of Directors as principals and the Wildflower/Sunriver II Association and the owners as obligees for the first year in the amount as least equal to fifty percent (50%) of the estimated cash requirement for that year as determined by the Board of Directors and for each year thereafter in an amount at least equal to fifty percent (50%) of the total sum collected through the common expense fund during the preceding year.

B. All policies shall be written by a company licensed to do business in Oregon and holding a financial rating of AAA or better by Best's Insurance Reports.

C. Exclusive authority to adjust losses under policies hereafter enforced on the project shall be vested in the Board of Directors or its authorized

representative acting on behalf of all insureds including the individual unit owners.

D. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

E. Each owner may obtain additional insurance at his own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors on behalf of all the owners may realize under any insurance policy which the Board of Directors may have in force on the project at any particular time.

F. Each owner must notify the Board of Directors when he makes any improvements to his unit, the value of which improvements is in excess of \$1,000.

G. Any owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such owner shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance.

H. The Board of Directors must make every effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claim against the Board of Directors, the manager, the unit owners and their respective servants and agents;

(ii) A provision that the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any unit owner, the Board of Directors, any officer or employee of the Board of Directors, or the manager without demand in writing thirty (30) days prior to such cancellation, invalidation or suspension that the Board of Directors or manager cure the defect and notice of the failure thereof to do so within such period;

(iii) A provision that any "no other insurance" clause in the master policy exclude individual owner's policies from consideration; and

(iv) a Master Policy to the Association with mortgage lienholder clause certificates to lending institutions. The Mortgagee's coverage is neither jeopardized by the conduct of the unit mortgagor owner, the Wildflower/Sunriver II Association or other unit owners, nor cancelled for nonpayment of premiums.

I. At least annually, the Board of Directors shall review all insurance carried by the Wildflower/Sunriver II Association and such review may include an appraisal of all improvements to the project by a representative of the insurance carrier writing the master policy.

5.7 Damage and Destruction. In case of fire, casualty and any other disaster, the insurance proceeds of the policy and the individual owner's policies if sufficient to reconstruct the building damaged or destroyed shall be applied to such reconstruction. Reconstruction of the damaged or destroyed building as used in this paragraph means restoring the building to substantially the same condition in which it existed prior to the fire, casualty or disaster with each unit and the common areas having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished under the direction of the manager or the Board of Directors.

If the insurance proceeds are insufficient to reconstruct the damaged or destroyed building, the damage to or destruction of such building shall be promptly repaired and restored by the manager or the Board of Directors using the proceeds of insurance, if any, on such building for that purpose and the owners of the damaged or destroyed building shall be liable for assessment for any deficiency, such deficiency to take into consideration as the owner's contribution any individual policy insurance proceeds provided by such owner; however, if three-fourths or more of the buildings within the project are destroyed or substantially damaged and if the owners, by vote of at least three-fourths of the voting power, do not voluntarily within sixty (60) days after such destruction or damage make provision for reconstruction, the manager or Board of Directors shall record with the recording officer of Deschutes County a notice setting forth such facts and upon the recording of such notice:

A. The property shall be deemed to be owned in common by the owners;

B. The undivided interest in the property owned in common which shall appertain to each owner

shall be the percentage of undivided interest previously owned by such owner in the common areas;

C. Any liens affecting any of the condominium units shall be deemed to be transferred in accordance with the existing priorities to the undivided interests of the owners in the property;

D. The property shall be subject to an action for partition at the suit of any owner in which the net proceeds of sale together with the net proceeds of the master policy of insurance on the property, if any, shall be considered as one fund and shall be divided among all the owners in a percentage equal to the percentage of undivided interest owned by each owner in the general common areas after first paying out of the respective shares of the owners to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each owner.

Notwithstanding all other provisions hereof, the owners may by an affirmative vote of all owners affected thereby cause an amendment to be made to the project documents so as to facilitate architectural changes that the owners affected thereby and the Wildflower/Sunriver II Association deem desirable if and only if the partial or total destruction of the project by fire, casualty or any other disaster is so great as to require the substantial reconstruction of the whole project. Any such amendment of such project documents shall be valid only upon (1) the recording thereof with the recording officer of Deschutes County and (2) the recording with that recording officer of the approval thereof of each mortgagee and each other lienholder of record having a lien against any part of the project or building affected by such amendment.

5.8 Personal Property. The Board of Directors or manager may acquire and hold for the benefit of the unit owners tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the owners in the same proportion as their respective interest in the general common areas and shall not be transferable except with a transfer or a condominium unit. A transfer of a condominium unit shall transfer ownership of the transferor's beneficial interest in such personal property to the transferee.

## VI. MAINTENANCE FUND AND ASSESSMENTS

### 6.1 Maintenance Fund; Project Assessments.

A. Estimated Cash Requirement. Prior to the beginning of each calendar year, the Board of Directors shall estimate the operating expenses to be paid during such year by the Wildflower/Sunriver II Association in the

performance of its duties (plus a reasonable provision for replacement reserves and less any expected income and any surplus from the prior year's fund) and distribute to each owner a pro forma operating statement (budget) for said calendar year. Said amount shall constitute the "estimated cash requirement" and shall be assessed equally to each unit (in accordance with Exhibit C, attached hereto and incorporated herein by reference thereto). Failure to provide a copy of said notice shall not affect the validity of assessments based thereon so long as an owner receives reasonable notice before commencement of any action or proceedings to enforce collection thereof. If the sum estimated proves inadequate for any reason, the Board of Directors may, at any time, levy a special assessment, which shall be assessed in like proportions, unless otherwise provided herein. Declarant shall be liable for payment of any assessment against units owned by Declarant. Assessments made pursuant to this section shall be paid to the Board of Directors in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board of Directors shall designate.

B. Initial Assessments. Prior to determination of the first "estimated cash requirement" and an assessment based thereon, owners shall pay assessments based upon the actual operating expenses of the project. Upon conveyance of units entitled to exercise more than fifty percent (50%) of the total voting power, to unit owners other than Declarant, assessments for the "estimated cash requirement" shall be levied as provided in subparagraph A above, based upon a determination by the Association Board of said "estimated cash requirement" made within thirty (30) days after fulfillment of said condition precedent. Assessments based upon actual operating expenses shall be billed to the unit owners monthly.

C. Application of Assessments; No Waiver. All funds collected hereunder shall be expended for the purposes designated herein. No unit owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of either the general or the limited common elements or abandonment of his or her unit.

6.2 Reserves. The Board of Directors in its discretion may establish such reserves as good business judgment warrants for the repair, improvement or other needed expenditures for the Wildflower/Sunriver II Association. To fund such reserves, the Board of Directors in its discretion may include the reserve fund assessment in any monthly assessments made against the unit owners. All such reserves shall be held by the Board of Directors in trust for the unit owners as their contribution thereto shall appear and shall not become the funds of the Association until the expenditure for which such reserve is created has become due and payable.

6.3 Liability for Unpaid Share of Common Expenses. Where the purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage or trust deed, such purchaser, his successors and assigns shall not be liable for any of the common expenses chargeable to such unit which became due prior to the acquisition of title to such unit by such purchaser. Such unpaid share of common expenses shall be a common expense of all of the unit owners including such purchaser, his successors and assigns.

6.4 Lien of Wildflower/Sunriver Association Against Unit.

A. Whenever the Wildflower/Sunriver II Association acting through its manager furnishes to a unit any services, labor or material lawfully chargeable as common expenses, the Wildflower/Sunriver II Association upon complying with subsection B of this subsection 6.4 shall have a lien upon the individual unit and the undivided interest in the common elements appertaining to such unit for the reasonable value of such common expenses and the lien shall be prior to all other liens or encumbrances upon the unit except

- (i) Tax and assessment lien; and
- (ii) A first mortgage or trust deed of record.

B. The Wildflower/Sunriver II Association when claiming the benefit of subsection A of this Section 6.4 shall record in Deschutes County a claim containing a true statement of the account due for such common expenses after deducting all just credits and offsets; the name of the owner of the unit, or reputed owner, if known; a description of the property where the common expenses were furnished and the designation of the unit sufficient for identification.

6.5 Overassessment. At the end of each fiscal year of the Wildflower/Sunriver II Association, the Board of Directors shall cause to be repaid promptly to each owner

any amount by which his assessment during such fiscal year shall have exceeded the amount necessary to conduct the business of the Wildflower/Sunriver II Association during said fiscal year and shall collect promptly from each owner any amount by which his assessment during said fiscal year shall have been less than his pro rata share of said expenses of the Wildflower/Sunriver II Association. Such repayments shall not include any sums held as reserves which sums which shall then be and thereafter until expended shall continue to be the property of the individual unit owners.

6.6 Legal and Accounting Service and Audit. The Board of Directors or the manager, from time to time shall contract for the services of lawyers and certified public accountants as the needs of the Wildflower/Sunriver II Association shall demand. At any time any owner may at his own expense cause an audit or inspection to be made of the books and records of the manager or the Board of Directors. The Board of Directors at the expense of the Wildflower/Sunriver II Association shall obtain an annual financial statement prepared by a CPA pertaining to the Wildflower/Sunriver II Association at no greater than annual intervals and furnish copies thereof to the owners.

## VII. MISCELLANEOUS

7.1 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right thereafter to enforce that provision or any other provision hereof.

7.2 Amendment. Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by record owners holding seventy-five percent (75%) of the total vote hereunder, which amendment shall be effective on recordation in the office of the recording officer of Deschutes County, Oregon. At any time during presales and prior to the transfer of possession and ownership of any unit to its owner, Declarant shall have and hereby reserves the right with the consent of the Oregon Real Estate Commissioner to amend, alter or withdraw this Declaration in whole or in part. Declarant's withdrawal of this Declaration in full shall relieve said real property of its submission to unit ownership.

7.3 Severability. The provisions hereof shall be deemed independent and severable on the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

7.4 Effective Date. This Declaration shall take effect upon recording

IN WITNESS WHEREOF, Declarant has executed this Declaration this 12th day of September, 1978.

WILDFLOWER/SUNRIYER, a partnership

By DRF Co., an Oregon corporation  
a partner

By Charles L. Bennett  
Its 22651075T

MORTGAGEE'S CONSENT

BENJ. FRANKLIN SAVINGS AND LOAN ASSOCIATION is the owner and holder of a mortgage on the property being submitted to the Oregon Unit Ownership Law hereunder and consents to the making of the foregoing declaration.

BENJ. FRANKLIN SAVINGS AND LOAN ASSOCIATION

By D. H. McIntyre

STATE OF OREGON )  
County of Multnomah ) ss.

On this 26th day of September, 1978, personally appeared before me D. H. MCINTYRE, who, being duly sworn, did say that he is the Sr. Vice President of Benj. Franklin Savings and Loan Association, and that said instrument was signed in behalf of said savings and loan association by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.



M. L. Sheets  
Notary Public for Oregon  
My commission expires: 4-30-82

STATE OF California )  
 ) ss.  
COUNTY OF San Francisco )

On September 12, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles W. Dwight known to me to be the President of DRP CO., the corporation that executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Geraldine J. Carlsen  
Notary Public

The foregoing Declaration is approved this 15<sup>TH</sup> day of DECEMBER, 1978.

Raymond Bennett  
Assessor and Tax Collector  
for Deschutes County

The foregoing Declaration and Bylaws attached hereto are approved this 14<sup>th</sup> day of December, 1978.

GORDON W. BURBEE  
Real Estate Commissioner

BY Barbara Kany



UNIT DESCRIPTION

There are 11 buildings in Stage I, each of which is a two-story duplex (for a total of 22 units) with ground floor entry and bedroom areas, second floor living-dining areas and a private rooftop deck totaling 1,360 square feet.

The dominant features of the overall exterior architecture are the sculptured form of the buildings and the use of rugged, natural materials such as cedar shake side walls and massive rock fireplaces. Heavy timbers are used throughout with back peeled lodge poles for the exterior railing caps.

Exhibit A

EXHIBIT BParcel 1

Tract B as shown on the subdivision plat entitled Fairway Condominiums Tracts A, B and C, filed for record in the Official Records of Deschutes County, Oregon, in Book 15 of Plats at page 46 on December 30, 1976.

Parcel 2

A tract of land containing 1.00 acres lying in the NW 1/4 of Section 5, T20S, R11E, W11, Deschutes County, Oregon, described as follows: Commencing at the northeast corner of said Section 5, thence S 89°10'19" W along the north line of said section 2652.33 feet to the north 1/4 corner of said section; thence S 29°11'36" W 1704.99 feet to a 5/8" rod; thence S 52°53'23" E 90.02 feet to the point of beginning;

thence N 50°20'06" E 222.50 feet;  
thence S 51°50'28" E 50.00 feet;  
thence N 73°32'29" E 90.16 feet;  
thence N 12°01'48" E 246.84 feet;  
thence N 73°32'29" E 34.13 feet to the westerly  
right of way of a 60 foot road known as Abbot  
Drive;  
thence S 12°01'48" W along said right of way  
306.84 feet;  
thence around a 205 foot radius curve right 50.36  
feet (long chord bears S 19°04'03" W 50.23 feet);  
thence S 62°21'09" W 236.13 feet;  
thence N 52°53'23" W 115.00 feet to the point of  
beginning.

INTEREST OF WILDFLOWER/SUNRIVER OWNERS  
IN GENERAL COMMON ELEMENTS

<u>Unit #</u>	<u>Interest After Completion of Stage I Construction</u>	<u>Interest After Completion of Stage II Construction</u>	<u>Interest After Completion of Stage III Construction</u>
19	1/22nd	1/34th	1/48th
20	1/22nd	1/34th	1/48th
21	1/22nd	1/34th	1/48th
22	1/22nd	1/34th	1/48th
23	1/22nd	1/34th	1/48th
24	1/22nd	1/34th	1/48th
25	1/22nd	1/34th	1/48th
26	1/22nd	1/34th	1/48th
27	1/22nd	1/34th	1/48th
28	1/22nd	1/34th	1/48th
29	1/22nd	1/34th	1/48th
30	1/22nd	1/34th	1/48th
31	1/22nd	1/34th	1/48th
32	1/22nd	1/34th	1/48th
33	1/22nd	1/34th	1/48th
34	1/22nd	1/34th	1/48th
35	1/22nd	1/34th	1/48th
36	1/22nd	1/34th	1/48th
37	1/22nd	1/34th	1/48th
38	1/22nd	1/34th	1/48th
39	1/22nd	1/34th	1/48th
40	1/22nd	1/34th	1/48th

Exhibit C

The attached Wildflower/Sunriver floor plans fully and completely depict the boundaries of the interiors and floors of the 22 units in Phase II, and I certify that construction of the improvements as depicted on these floor plans are completed as of this date.

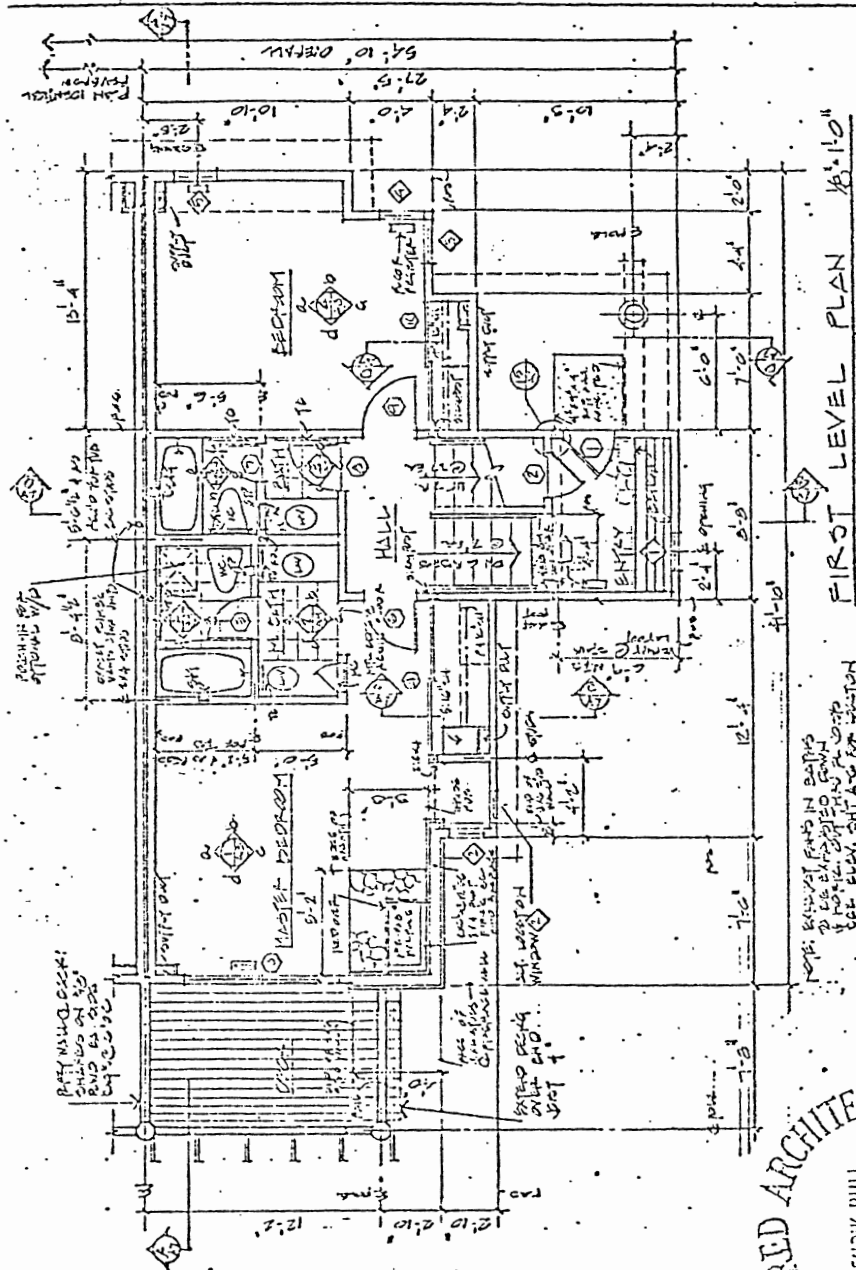
Dated this 21 day of November, 1978.



*Henrik Bull*

HENRIK BULL, ARCHITECT

Henrik Bull  
350 Pacific Avenue  
San Francisco CA 94111  
415/781-1526



FIRST LEVEL PLAN 16'-10"

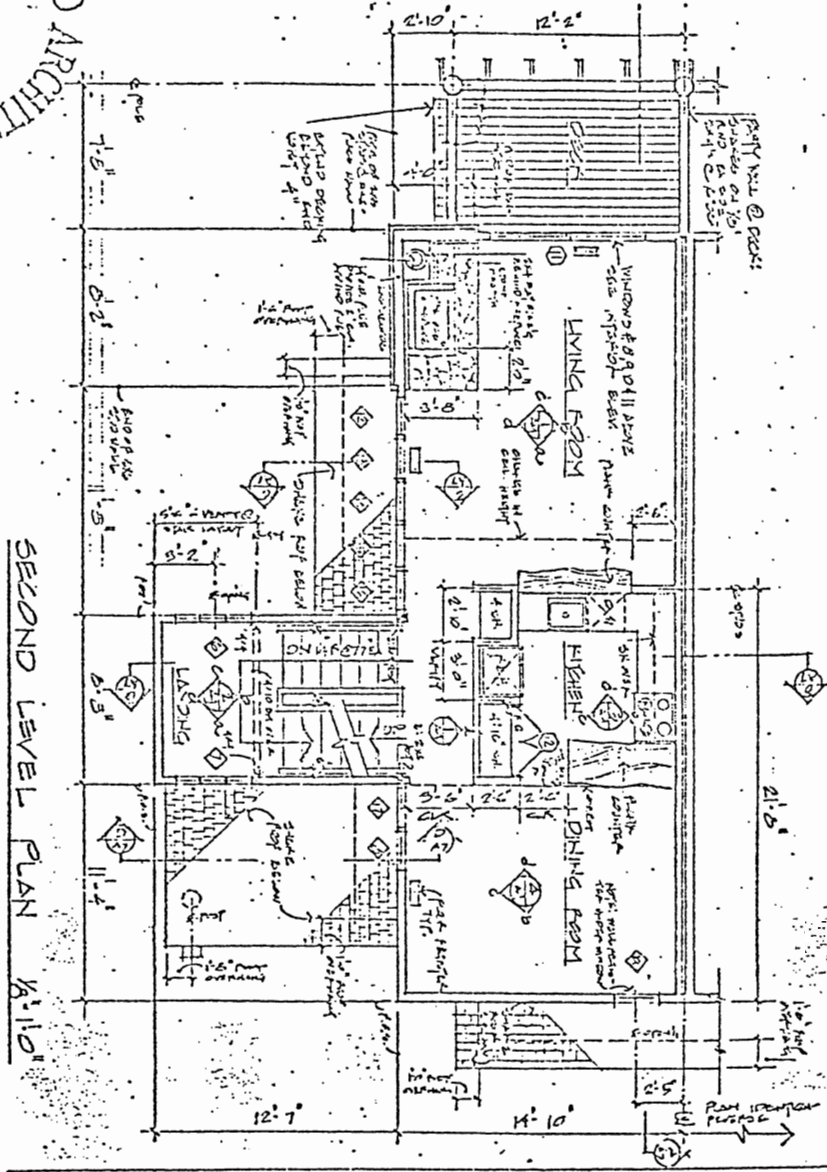
REGISTERED ARCHITECT  
 HEIRIK BULL  
 No. 1786  
 SAN FRANCISCO, CA.

*Palmer*  
 ARCHITECT  
 SHERMAN OREGON

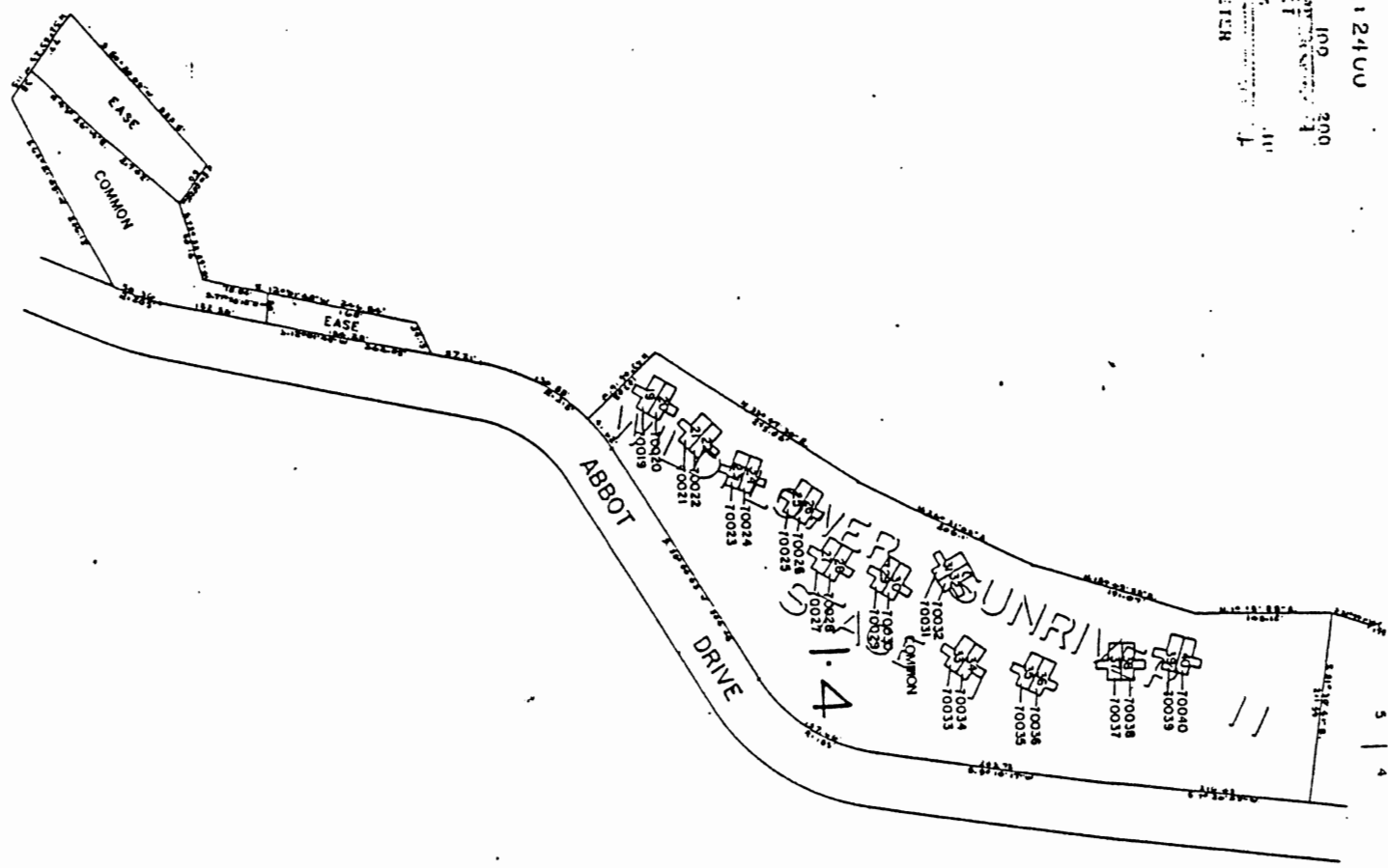
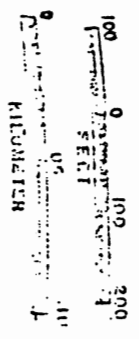
REGISTERED ARCHITECT  
HENRIK HILL  
115. 1735  
SAN FRANCISCO, CA  
STATE OF OREGON

*Winnifred*  
SUNNYSIDE OREGON

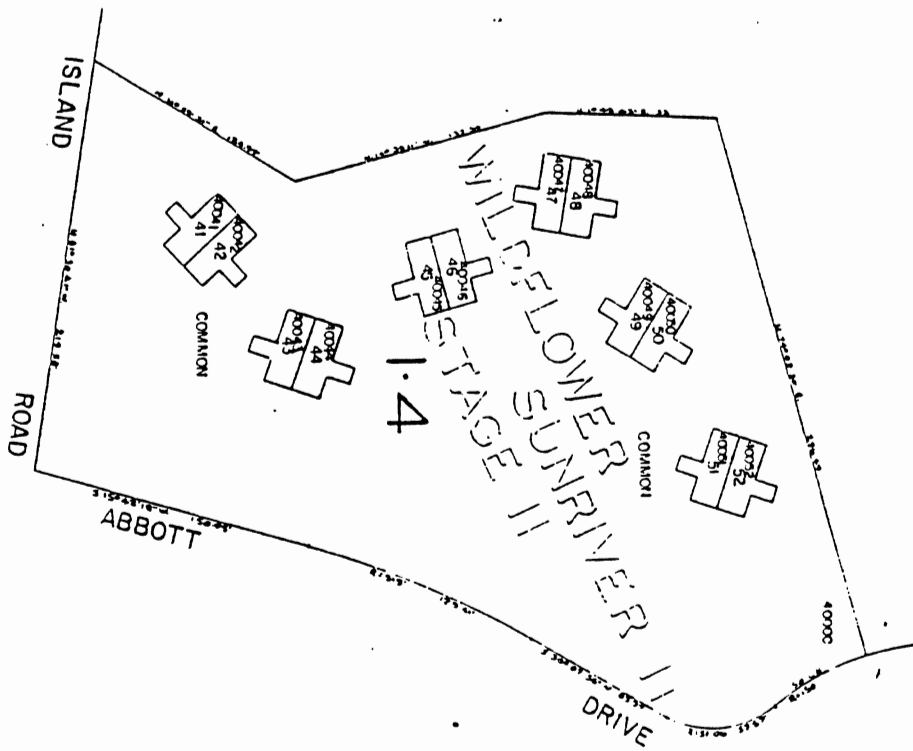
SECOND LEVEL PLAN 1/8" = 1'-0"



SCALE 1:2400



20 11 5B  
SUPPLEMENTAL  
MAP 6



19 11 32C  
 SUPPLEMENTAL  
 MAP 1