

AMENDMENT TO COVENANTS CONDITIONS, AND RESTRICTIONS OF

CROOKED RIVER RANCH PHASE I AND II, AND

CROOKED RIVER RANCH NUMBERS 3,4,5,6,7,8,9,10,11,12,14,15,16

LOCATED IN THE COUNTIES OF JEFFERSON AND DESCHUTES, STATE OF OREGON

RECITALS:

1. Currently on file in the records of Jefferson and Deschutes Counties, Oregon are covenants, conditions and restrictions covering CROOKED RIVER RANCH PHASE I and PHASE II. and CROOKED RIVER RANCH numbers 3,4,5,6,7,8,9,10,11,12,14,15, and 16, hereinafter referred to as CROOKED RIVER RANCH .

2. Certain of said covenants, conditions and restrictions are filed, in Miscellaneous Book 11, Document 536, Deed Book 48, Page 382, Deed Book 50, page 690, Deed Book 52, Page 854, Deed Book 53, Page 609, Deed Book 55, page 628, Deed Book 57, Page 639, Deed Book 56, Page 742, Deed Book 60, page 499, Deed Book 63, Page 666, Deed Book 63, Page 668, Deed Book 64, Page 232, Deed Book 55, Page 891, Deed Book 65, Page 194, all in Jefferson County Records, Jefferson County, Oregon, and further covenants, conditions and restrictions are recorded with and on the Plats on file with the Plat Records of Jefferson County, Oregon, and in Deed Book 200, Page 306, Deschutes County Records, Deschutes County, Oregon, and further filed on and with the recorded Plat in Deschutes County Plat Records, Deschutes County, Oregon. These documents together with any and all other covenants, conditions, and restrictions duly executed and in effect and covering and encumbering said CROOKED RIVER RANCH shall hereinafter be referred to as "the covenants".

AMENDMENT:

NOW, THEREFORE, pursuant to the powers of amendment granted by the covenants, the covenants are hereby amended as follows:

ARTICLE I
INCORPORATION OF RECITALS

The above recitals are hereby incorporated herein.

ARTICLE II
DEFINITIONS

For the purposes of interpretation of these amendments to the covenants, the following definitions shall apply:

- (1) "Lot" shall mean and refer to any platted lot within CROOKED RIVER RANCH, as shown on a recorded subdivision plat, except for any common area.
- (2) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee title to any part of the properties, but excluding those having such interest merely as security for the performance of an obligation and contract vendors. Owner shall also mean contract vendees of record.
- (3) "Building Site" shall mean and refer to a lot or to any parcel of CROOKED RIVER RANCH under one ownership which consists of a portion of one of such lots, or contiguous portions of two or more contiguous lots, provided the same has been duly recorded and is in conformance with the applicable land use laws and regulations. Building site shall not refer to any common area.
- (4) "Association" shall mean and refer to CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION, an Oregon non-profit Corporation, its successors and assigns as further described and defined in the covenants, except as modified herein.

Rel'd:
Jen O'Hearn

(5) "Assessments" shall mean and refer to the maintenance assessments leviable by the Association under the provisions of the covenants and as further defined and described in the covenants, except as modified herein.

ARTICLE III MEMBERSHIP

Every person or entity who is an owner of a lot or building site located upon any part of the properties shall, by virtue of such ownership, be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such lot or building site made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE IV VOTING RIGHTS

(1) Except as provided elsewhere in this section each member shall be entitled to one vote for each platted lot of said property owned. Members who do not own any of said property shall not be entitled to any vote. Members who are in default in payment of membership assessments shall not be entitled to any vote.

(2) When more than one person holds such interest in any lot or building site, all such persons shall be members. The vote for such lots shall be exercised as the owners among themselves determine. In the event that only one of such owners, or one group of such owners vote in person or by proxy, it is rebuttably presumed that such owner is authorized, by the other owners of such lot, to vote one hundred (100%) per cent of the vote entitled to such lot. Said presumption may be overcome by express statement by any one or more of the other owners of the lot, or by contrary vote by any one or more of the owners of such lot. In the event that such owners are unable to agree, they may cast fractionally votes proportionate to their ownership interest. However, in no event shall more than one vote be cast with respect to any one platted lot. The vote applicable to any of said property being sold under a recorded contract of purchase and sale shall be exercised by the contract vendee unless the contract expressly provides otherwise.

ARTICLE V EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) per cent per annum. The Secretary of said Association shall file in the office of the County Clerk, or appropriate recorder of conveyances of the County in which said covenants are recorded with two (2) years after delinquency, a statement of the amount of such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any lot or building sites on said properties, and the costs, expenses and attorney fees for filing said statement and upon payment in full thereof, shall execute and file proper property release of the lien, securing the same. The aggregate amount of such assessment, together with interest, costs, expenses and reasonable attorneys fees for the filing and enforcement thereof, including fees on appeal, if any, shall constitute a lien upon the whole Lot (including any undivided interest in the common elements of any Lot and any Condominium), with respect to which it is fixed from the date the notice of deficiency thereof is filed in the office of the County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property

at the time said assessment is levied shall also be personally liable for the expenses, costs and disbursements, including reasonable attorneys fees of the declarant or of the Association, for processing and if necessary enforcing such lien, all of which expenses, costs, and disbursements and attorneys fees, including fees on appeal, if any, shall be secured by said lien and such owner at the time of such assessment is accrued shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of his lot.

ARTICLE VI EFFECTIVE DATE

These amendments shall be in effect from and after the effective date of those certain Articles of Amendment of the Association passed by the membership on September 20, 1982; or September 22, 1982, whichever time is sooner, unless these amendments are sooner modified and said modification is filed and executed in the manner of these amendments.

ARTICLE VII EFFECT ON EXISTING RIGHTS ON LIABILITIES

The amendment of the covenants by this document shall not have the effect to release or extinguish any liability or right accrued under the covenants, as in effect prior to the effective date of this document. Unless a provision of this document shall so expressly provide, the covenants shall be treated as still remaining in force for the purpose of sustaining any proper action or the enforcement of any right or liability accrued prior to the effective date of this document.

ARTICLE VIII EFFECT ON COVENANTS

Except as the covenants are modified by this document, said covenants shall continue in full force and effect.

ARTICLE IX SEVERABILITY

The provisions of this document are severable. If any section, sentence, clause, or phrase of this document is adjudged by a Court of competent jurisdiction, to be invalid, that decision shall not affect the validity of the remaining portions of this document.

IN WITNESS WHEREOF, the duly authorized agent of the entity entitled to cast the majority of the vote under the covenants sets his hand and seal, in duplicate this 20th day of September, 1982.

CROOKED RIVER RANCH

By W.R. MacPherson

W.R. MACPHERSON, General Partner and Agent

STATE OF OREGON)

) ss

County of Jefferson)

I, JAMES B. O'HEARN, being first duly sworn, depose and say that I am the assistant secretary of CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION. That I have examined the records of said Organization and find that said CROOKED RIVER RANCH, a Washington Limited Partnership is the entity entitled to cast the majority of votes under the covenants, conditions, restrictions of CROOKED RIVER RANCH. Said records further provide that W.R. MACPHERSON is the general partner of said entity.

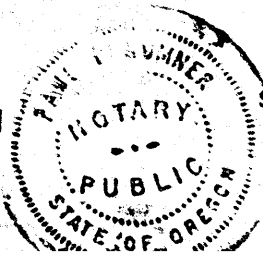
JAMES B. O'HEARN

James B. O'Hearn

SUBSCRIBED AND SWORN to before me this 20th day of September, 1982.

Notary Public for Oregon

My Commission Expires: 8-23-85




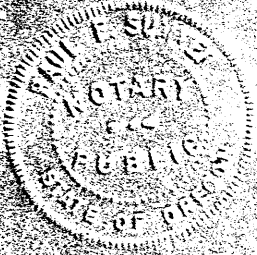
STATE OF OREGON

)
) ss
)

County of Jefferson

On the date above written personally appeared the above named
W.R. MACPHERSON, who being duly sworn, did say that he is the General Partner
and authorized Agent for CROOKED RIVER RANCH, a Washington Limited Partnership
and on behalf of said entity, acknowledges said instrument to be that entity's
voluntary act and deed.

Before Me:


Notary Public for Oregon
My Commission Expires: 8-23-85

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STATE OF OREGON

County of Deschutes

I hereby certify that the within in-
strument of writing was received for Rec:

the 21 day of Sept A.D. 1982

at 1:12 o'clock P M., and record...

in Book 362 on Page 316 Record

of Deeds

ROSEMARY PATTERSON

County Clerk

By Phyllis Beck Deputy