

95109

Amendment to page 3 of the By-Laws of Deschutes River Ranch Property Owners Association, Amended July 27, 1979.

This Page Amended July 27, 1979 and Revised November 15, 1979, and Revised October 1, 1980.

River Ranch shall qualify the owner or owners for one (1) membership only, to be issued in such name as the owners thereof shall direct in writing. Each membership shall be issued in the name of the husband in the case of ownership by husband and wife, unless otherwise directed.

Ownership of more than one undivided 1/572nd interest in Deschutes River Ranch shall entitle the owner to all rights and privileges of membership and shall subject such owner to all the liabilities and duties thereof that are attendant to the ownership of each separately; provided, however, that the Association may issue a single certificate or other evidence of membership relating to all of such interests; and provided further that the owner of more than one undivided 1/572nd interest in Deschutes River Ranch shall be considered as a single member only for purposes of notice and determination of Associate memberships.

Section 3. Associate members. The following shall be entitled to Associate membership in the Association.

- (a) The spouse, his or her parents, the children, and the parents of the member.
- (b) Officers and Directors of the Association not otherwise a member by reason of ownership pursuant to Section 2 of this ARTICLE III.

Persons qualifying under more than one (1) of the above categories shall, nevertheless, be entitled to only a single Associate membership.

Associate members shall have no vote or right to notice of any meeting of members, regular or special. Associate members shall be entitled to enjoy all the other privileges of membership, subject however, to the Declarations, By-Laws, Rules and Regulations governing the conduct of members.

Associate membership shall cease automatically upon termination of the status giving rise to such membership.

Section 4. Privileges.

(a) All members including Associate members and their guests, shall have the use of the ranch, streets, parks and recreational facilities in Deschutes River Ranch and any other property or facilities from time to time owned in common by the Association, subject to the provisions of the restrictive covenants of Deschutes River Ranch and such other rules for the use of the ranch, streets, parks, recreational facilities or other property or facilities as may be adopted by the Board of Directors of the Association.

(b) Each member in good standing of an undivided interest shall be entitled to the use of one of the dwelling units for two weeks of each year, with a maximum of two week ends in this two week period. The Owner may make reservations up to one year in advance. All reservations will be on a first come-first serve basis, except any member who owns twenty-six undivided interests shall be entitled to use one of the dwelling units for the entire year and will not be required to make advance reservations. This two week time is non-assignable except to another member in good standing, or to a person registered at the Deschutes River Ranch Office as the member's authorized representative to use the one or two week time period. Said registration shall be in writing on forms approved by Deschutes River Ranch, and signed by member and authorized representative. There shall be a registration fee charged by Deschutes River Ranch to cover the paper work required to register the authorized representative. The member shall be responsible for all damages and liabilities caused by their authorized representative, but owner shall not be personally responsible respecting use arranged through recognized time exchange service company.

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## EXHIBIT A

IN TOWNSHIP 16 SOUTH, RANGE TWELVE, EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon:

SECTION 9: The West Half of the Southwest Quarter; EXCEPT that portion lying within the right of way of White Rock Market Road and Harper Road; ALSO EXCEPTING the following described tract of land: Commencing at the Southwest corner of said Section 9; thence North 2° 05' 14" West along the West line of said Section 9 a distance of 1316.97 feet to the Northwest corner of the Southwest Quarter of said Section 9 and the point of beginning for this description; thence North 87° 54' 46" East a distance of 330.00 feet; thence South 2° 05' 14" East a distance of 660.00 feet; thence South 87° 54' 46" West a distance of 330.00 feet to the West line of said Section 9; thence North 2° 05' 14" West along said West line a distance of 660.00 feet to the point of beginning.

SECTION 16: The Northerly 660 feet of the Northwest Quarter of the Northwest Quarter of said Section; AND ALSO the South 330 feet of the Southwest Quarter of the Northwest Quarter; AND ALSO the East One-half of the Northwest Quarter lying Westerly of the centerline of the Deschutes River; AND ALSO the West One-half of the Southwest Quarter, EXCEPTING THEREFROM any portions of the above described lands lying within the right of way of White Rock Market Road.

SECTION 17: The Southeast Quarter of the Southeast Quarter; the Southwest Quarter of the Southeast Quarter; AND ALSO the Southeast Quarter of the Southwest Quarter lying Easterly of the right of way of Gift County Road.

SECTION 20: The Northeast Quarter of the Northeast Quarter lying Northerly of the right of way of Swalley Road; EXCEPTING THEREFROM that portion lying within the boundaries of the official plat of TUMALO TRAILS; the Northwest Quarter of the Northeast Quarter, EXCEPTING THEREFROM the rights of way of Gift County Road, Rock Canyon Road and Arrowhead Drive; that portion of the North One-half of the Northeast Quarter of the Northwest Quarter lying Northerly of the right of way of Gift County Road; AND ALSO that portion of the South One-half of the Northeast Quarter of the Northwest Quarter lying Easterly of the right of way of Gift County Road.

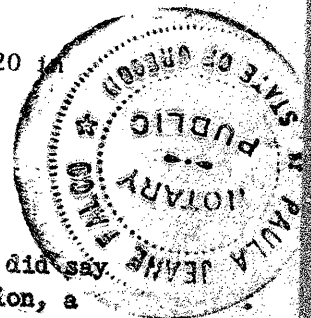
Lots 2, 3, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block 1; and Lots 1, 2, 3 and 4 in Block 2, ALL in TUMALO TRAILS, Deschutes County, Oregon,----

DEVELOPER/DECLARANT: PACIFIC NORTHWEST DEVELOPMENT CORPORATION  
Date October 1, 1980 By Orville M. Wilson President  
State of Oregon, County of Deschutes

Before me appeared Orville M. Wilson, and sworn, for himself, did say that he is the president of Pacific Northwest Development Corporation, a Corporation, and that the seal affixed to the foregoing instrument is the Corporation seal and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors: and he acknowledged said instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal.

Paula Jeanne Talbot Notary Public for Oregon-My commission expires 12-11-83



23080

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 23 day of May A.D. 1981 at 4:16 o'clock P. M. and recorded in Book 338 on Page 272 Records of Deeds

ROSEMARY PATTERSON

County Clerk

By Rhenda Lang Deputy

