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AFTER RECORDING, RETURN TO:  
DESCHUTES RIVER RANCH  
2725 SW BEAVERTON HILLSIDE HY, #110  
BEAVERTON OR 97005

95-21002

376 - 1470

RESOLUTION OF

RECORDED BY  
WESTERN TITLE & ESCROW CO  
95-404

DESCHUTES RIVER RANCH

ADOPTING AMENDMENTS TO DECLARATION, BYLAWS  
AND ARTICLES OF INCORPORATION

RESOLVED that the Amendments to Declaration, Covenants, Conditions, and Restrictions of Deschutes River Ranch, as set forth in the attached Amendment to Declaration are hereby approved and adopted.

RESOLVED FURTHER that the Amendments to the Bylaws of Deschutes River Ranch, Inc., which is known as the Deschutes River Ranch Property Owners Association, as set forth in the attached Amendment to Bylaws, are hereby approved and adopted.

RESOLVED FURTHER that the Articles of Incorporation of Deschutes River Ranch, Inc., which is known as the Deschutes River Ranch Property Owners Association, as set forth in the attached Amendment to the Articles, are hereby approved and adopted.

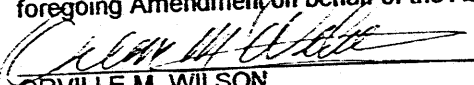
RESOLVED FURTHER that the President, Orville M. Wilson, is authorized to certify and record the Amendments to the Declaration of Covenants, Conditions, and Restrictions, the Bylaws and to the Articles of Incorporation of the Deschutes River Ranch Property Owners Association to effect the amendments set forth herein.

CERTIFICATION

STATE OF OREGON

(County of Washington)

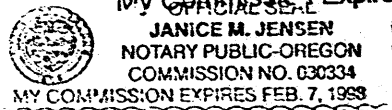
I, ORVILLE M. WILSON, being the duly elected and acting president of Deschutes River Ranch, Inc., an Oregon corporation, which is also known as the Deschutes River Ranch Property Owners Association, hereby certify that the foregoing Amendment to the Declaration of Covenants, Conditions, and Restrictions, Bylaws, and Articles of Incorporation of Deschutes River Ranch was adopted by the members of the Association, at its annual meetings held in 1981, 1985, 1990, 1994. Accordingly, I have executed the foregoing Amendment on behalf of the Association.

  
ORVILLE M. WILSON

SUBSCRIBED TO AND SWORN TO BEFORE ME THIS  
12 DAY OF June, 1995.

  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 2/7/98



**AMENDMENTS TO  
RESTATED ARTICLES OF INCORPORATION  
OF DESCHUTES RIVER RANCH, INC.**

**RESTATED ARTICLES OF INCORPORATION**

**ARTICLE III: MEMBERSHIP**

Add: (2) When the developer has sold all undivided interests owned by the Developer, there shall be one (1) class of Directors elected by the members as provided by these By-laws; except that if all undivided interests owned by the Developer have not been sold by July 31, 1999, then in that event there shall be one (1) class of Directors elected by all the members owning undivided interests in Deschutes River Ranch at the Annual meeting held in 1999 for the term starting January 1, 2000.

**ARTICLE IV: BOARD OF DIRECTORS**

Delete: ((1) The Board of Directors shall consist of three (3) directors or such other number as may be designated by the By-Laws.)

Change to: (1) The Board of Directors shall consist of seven (7) directors or such other number as may be designated by the Bylaws.

Delete: ((2) Directors need not be members of the corporation nor owners of interest in Deschutes River Ranch. The first annual meeting shall be held as soon after the filing of these Articles is appropriate. All directors shall serve for a period of one (1) year and until their successors are appointed and qualified.)

Change to: (2) Directors need not be members of the corporation nor owners of interest in Deschutes River Ranch. All directors shall serve for a period of two (2) years and until their successors are appointed and qualified.

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS  
OF DESCHUTES RIVER RANCH, INC.**

**DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS**

**Section 7. Liability and Liens**

*Delete: (In each instance wherein a membership or owner of an undivided interest in Deschutes River Ranch is made liable to the Association pursuant to these restrictions and the implementation thereof, such liability shall be a personal liability of all such members or owners. In the event such liability is not satisfied when due, it shall be and become delinquent and interest at the rate of ten percent (10%) per annum, a late charge of \$10.00 and all costs, including a reasonable sum for attorney's fees, shall be added thereto. If such delinquency is not cured within ten (10) days after it becomes delinquent, the Association, to which such sum is owing:)*

**Change to: In each instance wherein a Membership or Owner of an undivided interest in Deschutes River Ranch is made liable to the Association pursuant to these restrictions and the implementation thereof, such liability shall be a personal liability of all such Members or Owners. Homeowners shall have the option to pay their dues in full prior to January 30 of each year; all others must pay dues a minimum of 1/4 on or before January 30, 1/4 on or before April 30, 1/4 on or before July 30, and the balance on or before October 30 of each year. On January 31 of each year the dues shall become delinquent at the interest rate of 1.25% per month, plus a late charge of \$10.00. If dues become delinquent, and are not paid as stated above, and are not cured within 10 days of delinquency, the Members or Owners shall become responsible for payment of all costs, including a reasonable sum for attorney's fees, and such costs will be added to the sum owing. Members whose dues are not kept current as per the above schedule, may not make or hold reservations at Deschutes River Ranch, nor may they make any use of the facilities thereof. The Association:**

AMENDMENTS TO THE BYLAWS  
OF  
DESCHUTES RIVER RANCH, INC.

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**ARTICLE III: MEMBERSHIP**

**Section 4. Privileges**

*Delete: ((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.)*

**Change to: (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 weekends in this two week period. 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. The Owner may make reservations up to one year in advance. All reservation requests made 52 weeks in advance of the time requested shall be accumulated through the end of the week of request. In the event more than 22 Owners have filed reservation requests for the same week, a drawing shall be held as soon as possible, and not later than 51 weeks prior to the week requested and reservation confirmations shall be mailed to the first 22 Owners drawn. All other Owners shall be placed on a waiting list with priority in the order drawn. No Homeowner can be included in the prime time drawing for a second week until all requesting Owners have received one prime time week for that year. If a Homeowner does not use a prime time week during the year, they shall be given priority status for any prime time drawings the following year. 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.**

**ARTICLE V: MEETINGS OF MEMBERS**

**Section 1. Place of Meetings.**

*Delete: ((1) Place of meetings. Any meeting of the members of the Association shall be held in Deschutes County, Oregon, at such particular place therein as stated in the notice for such meeting.)*

Change to: (1) Place of meetings. Any meeting of the members of the Association shall be held at such place as shall be determined by the Board of Directors in a notice directed to the members.

## Section 2. Annual Meeting.

*Delete: ((2) Annual Meeting. The Annual Meeting of the members of the Association for the election of Directors whose terms have expired and for the transaction of such other business as may properly come before the meeting, shall be held the second Saturday of October of each year at the hour of 11:00 a.m. at Deschutes River Ranch or such other day and place as shall be determined by the Board of Directors in a notice directed to the members. The first meeting of the members shall be delayed until after twenty-five percent (25%) of the undivided interests in Deschutes River Ranch have been sold by the Developer of Deschutes River Ranch or up to one (1) year after the sale of the first undivided interest of Deschutes River Ranch by the Developer, whichever occurs first.*

*Written notice of such Annual Meeting shall be given to each member entitled to vote thereat, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his record address appearing on the books of the Association. All such notices shall be sent to each member entitled thereto not less than seven (7) nor more than fifty (50) days before each Annual Meeting, and shall specify the place, the date and the hour of such meeting, and shall also state the general nature of the business or proposal to be considered or acted upon at such meeting.)*

Change to: (2) Annual Meeting. The Annual Meeting of the members of the Association for the election of Directors whose terms have expired and for the transaction of such other business as may properly come before the meeting, shall be held the fourth Saturday of September of each year at the hour of 11:00 a.m. or such other time as shall be determined by the Board of Directors in a notice directed to the members.

Written notice of each Annual Meeting shall be given to each member entitled to vote thereat, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his record address appearing on the books of the Association. All such notices shall be sent to each member entitled thereto not less than seven (7) nor more than fifty (50) days before each Annual Meeting, and shall specify the place, the date and the hour of such meeting, and shall also include a description of any matter or matters which must be acted upon by the members at such meeting.

## ARTICLE VI: DIRECTORS

### Section 2. Number and Qualification.

*Delete: ((a) The authorized number of Directors of the Association shall be three (3) until changed by an amendment to the Articles of Incorporation or to this section 2 of the By-laws duly adopted by the members.)*

Change to: (a) The authorized number of Directors of the Association shall be seven (7) until changed by an amendment to the Articles of Incorporation or to this Section 2 of the Bylaws duly adopted by the members. Directors shall not be required to be members.

Add: (b) When the Developer has sold all undivided interests owned by the Developer, there shall be one (1) class of Directors elected by the members as provided by these by-laws; except that if all undivided interests owned by the Developer have not been sold by July 31, 1999, then in that event there shall be one (1) class of Directors elected by all the members owning undivided interests in Deschutes River Ranch at the Annual Meeting held in 1999 for the term starting January 1, 2000.

Delete: ((c) There shall be two (2) classes of Directors. Class "A" consisting of two (2) Directors, and Class "B" consisting of one (1) Director. The Class "A" Directors shall, for a period of three (3) years, or until Developer has sold all undivided interests, whichever be the later, be elected by the Developer, the Class "B" Director shall be elected by purchasers or individual undivided interests from Developer in the manner in these by-laws provided. When Developer completes the sale of all undivided interests, or upon the expiration of the time limit above described, whichever is the latter, there shall be one (1) class of Directors to be elected as in these By-laws provided.)

Change to: (c) There shall be two (2) classes of Directors: Class "A" (Developer) consisting of three (3) Directors and Class "B" (Owners) consisting of four (4) Directors. Until there is one (1) class of Directors, Class "A" (Developer) Directors shall be elected only by the Developer, and Class "B" Directors (Owners) shall be elected only by members other than the Developer. No member or Director may appoint or elect a Director in a class other than his own.

Add: (d) Directors shall be elected for the following terms: Three (3) Class "A" Directors and one (1) Class "B" Director shall be elected to serve from January 1, 1995 through December 31, 1995; and three (3) Class "B" Directors shall be elected to serve from January 1, 1995 through December 31, 1996. Thereafter, all Directors shall be elected at the Annual Meeting, starting at the 1995 Annual Meeting to serve two-year staggered terms. A request for property owner volunteers and their credentials who shall stand for election to Class "B" Directors shall be published to all property owners by the Board of Directors no later than July 15 of each year and will need to be returned to the Deschutes River Ranch office no later than August 15 of each year.

### Section 3. Election and Term of Office.

Delete: Until the first Annual Meeting of members, the Directors of the Association shall be those individuals named in the Articles of Incorporation or any amendment thereto, or their successors determined pursuant to Section 4 of this ARTICLE VI. At such meeting, and at each Annual Meeting of members thereafter, the Directors shall be elected by the members; providing, however, that if for any reason any such Annual Meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of members held for that purpose. All Directors shall hold office until their respective successors are elected and qualified.)

Change to: If for any reason any such Annual Meeting is not held, or Directors are not elected thereat, the Directors may be elected at any Special meeting of members held for that purpose. All Directors shall hold office until their respective successors are elected and qualified.

IN TOWNSHIP SIXTEEN (16) SOUTH, RANGE TWELVE (12) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon.

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**SECTION 9:** The W1/2 of the SW1/4; 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 SW 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 NW corner of the SW ¼ 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 NW1/4 of the NW1/4 of said Section; AND ALSO the South 330 feet of the SW1/4 of the NW1/4; AND ALSO the E1/2 of the NW1/4 lying Westerly of the centerline of the Deschutes River; AND ALSO the W1/2 of the SW1/4; AND ALSO that portion of the NE1/4 of the SW1/4 lying North and West of the center of the Deschutes River; EXCEPTING THEREFROM any portions of the above described lands lying within the right of way of White Rock Market Road; EXCEPTING THEREFROM the following described tract, beginning at a point which the West line of the NE1/4 of the SW1/4 intersects the center of the Deschutes River; thence South along said West line to the SW corner of the NE1/4 of the SW1/4; thence West along the South line of the NW1/4 of the SW1/4 135 feet; thence North on a line parallel to and 135 feet West of the West line of the NE1/4 of the SW1/4 to the centerline of the Deschutes River; thence Easterly along said centerline to the POINT OF BEGINNING and terminus of this description.

**SECTION 17:** The SE1/4 of the SE1/4; the SW1/4 of the SE1/4; AND ALSO the SE1/4 of the SW1/4 lying Easterly of the right of way of Gift County Road.

**SECTION 20:** The NE1/4 of the NE1/4 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 NW1/4 of the NE1/4, EXCEPTING THEREFROM the rights of way of Gift County Road, Rock Canyon Road and Arrowhead Drive; that portion of the N1/2 of the NE1/4 of the NW1/4 lying Northerly of the right of way of Gift County Road; AND ALSO that portion of the S1/2 of the NE1/4 of the NW1/4 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.

EXCEPTING THEREFROM those portions of said Sections 17 and 20 dedicated for Public Road right of way in that certain Declaration of Dedication recorded April 3, 1981 in Volume 338 at page 804 of Deschutes County Deed Records.

**SUBJECT TO:** The Declaration of Covenants, Conditions and Restrictions for Deschutes River Ranch, and the Bylaws thereof recorded in Volume 299 at page 252 and in Volume 299 at page 262 respectively in Deschutes County, Oregon, existing farm use classification, future rights of the Deschutes Reclamation and Irrigation District and Tumalo Irrigation District and the rules and regulations thereof, restrictions, covenants and easements of record, rights of the public in road, streets and highways adjoining said tract.

\*\*\*\*\* Reserved for Recorder's Use \*\*\*\*\*

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY,

95 JUN 19 PM 12:06

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: *M. S. Penhollow* DEPUTY  
NO. 95-21002 FEE 35-  
DESCHUTES COUNTY OFFICIAL RECORDS