

96-18644

**AMENDMENT TO DECLARATIONS, RESTRICTIONS,  
PROTECTIVE COVENANTS AND CONDITIONS  
FOR  
THE PONDEROSA PINES,  
DESCHUTES COUNTY, OREGON**

**WHEREAS**, this amendment was made by the Owners of certain real property in the county of Deschutes, state of Oregon, hereinafter referred to as the "Property," more particularly described as follows:

The East half of the Northeast quarter, the Northwest quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 1, Township 22 South, Range 9, EWM, and the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 6, Township 22 South, Range 10, EWM.

More particularly described in the plat of The Ponderosa Pines recorded in Volume 10, Record of Town Plats, Page 11, Deschutes County, Oregon.

**WHEREAS**, said Owners desired to amend the protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of the Property, recorded in Volume 170, Page 763 of the Deschutes County Real Property Records, as amended pursuant to an instrument recorded November 5, 1980, at Volume 331, Page 556 and as further amended April 19, 1984, at Volume 52, Page 442 (the "Covenants") and agreed that the amendment would be part of the Covenants and run with the land and be binding upon all persons claiming under them and inure to the benefit of and be a limitation upon all future owners of the Property, or any interest therein;

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COVENANTS AND CONDITIONS FOR THE PONDEROSA PINES,  
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*After Recording  
return to:  
Karnopp, Peterson*

WHEREAS, a majority of the Owners consented to the amendment outlined below in person or by proxy at a duly noticed and held meeting of the Owners with a quorum being present on the 17<sup>th</sup> day of July, 1995;

THEREFORE, said Owners amended the Covenants as follows:

1. Article VI, Section 8 was amended and restated in its entirety as follows:

**"Section 8. Effective Non-payment 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 1½ percent per month. The Secretary of the said Association shall file in the office of the Director of Records, County Clerk or appropriate recorder of conveyances of Deschutes County, state of Oregon, within thirty (30) days after delinquency, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot, with respect to which it is fixed from the date the note of delinquency thereof is filed in the office of said Director of Records or 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 be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Declarant or of the Association, as the case may be, of processing and, if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his dwelling unit, Lot or building site.

2. Except as modified above, the Covenants remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, the President of Ponderosa Pines Owners Association, hereby certifies that the majority of the Owners consented to the foregoing amendment in person or by proxy at a duly noticed and held meeting of the Owners with a quorum being present on the 17 day of July, 1995.

DATED this 17<sup>th</sup> day of July, 1995.

**PONDEROSA PINES OWNERS  
ASSOCIATION**

*Frank D. Ellis*  
**FRANK ELLIS, President**

SUBSCRIBED AND SWORN TO before me this 17<sup>th</sup> day of July, 1995.



*Lynda Howe*  
**Notary Public for Oregon**

My Commission Expires: Aug 22, 1998

STATE OF OREGON ) ss.  
COUNTY OF DESCHUTES )

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:

96 MAY 22 PM 3:40

MARY SUE PENHOLLOW  
COUNTY CLERK

DEPUTY  
*Spote*  
NO. **96-15644** FEE 15-  
DESCHUTES COUNTY OFFICIAL RECORDS