

VOL: 1999 PAGE: 24784
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received
and duly recorded in Deschutes County records:

DATE AND TIME: May. 19, 1999; 3:03 p.m.

RECEIPT NO: 6156

DOCUMENT TYPE: Covenants,
 Conditions & Restrictions

FEE PAID: \$15.00

NUMBER OF PAGES: 2

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

99-24784-1

**SECOND AMENDMENT TO DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS
FOR
SEVENTH MOUNTAIN GOLF VILLAGE**

THIS AMENDMENT to the Declarations, Restrictions, Protective Covenants and Conditions is made this 19th day of MAY, 1999, by SEVENTH MOUNTAIN GOLF VILLAGE ASSOCIATION, INC. ("Declarant"); and

WHEREAS, Declarant executed the Declarations, Restrictions, Protective Covenants and Conditions for Seventh Mountain Golf Village on January 25, 1991, which were recorded in Volume 227, Page 1059, Official Records of Deschutes County, Oregon;

WHEREAS, Declarant executed an Amendment to the Declarations, Restrictions, Protective Covenants and Conditions for Seventh Mountain Golf Village on February 14, 1991, which was recorded in Volume 228, Page 1742, Official Records of Deschutes County, Oregon;

WHEREAS, the owners of at least two-thirds (2/3) of the lots of the Seventh Mountain Golf Village have consented in writing to the following Second Amendment to the Declaration, which consents are on file with the Association; and,

NOW THEREFORE, the Declarations, Restrictions, Protective Covenants and Conditions for Seventh Mountain Golf Village are further amended pursuant to Section 2, Article XII of said Declarations, as follows:

1. A new Section 9 is hereby added to Article XII, to read as follows:

Section 9. ENFORCEMENT PROCEDURES. In the event that any owner constructs or permits to be constructed on said owner's property an improvement contrary to the provisions of the Seventh Mountain Golf Village Declarations or of the Design Review Standards for Widgi Creek, or in the event that an owner maintains or permits any improvement, condition or other thing on his or her property contrary to the provisions of the Seventh Mountain Golf Village Declarations or the Design Review Standards for Widgi Creek, Seventh Mountain Golf Village Association, Inc., and/or the Design Review Committee may, no sooner than sixty (60) days after delivery to such owner of written notice of the violation, order the owner to cease and desist all work, construction, repair, alteration, landscaping and excavation of any kind, until such breach is remedied, and certified in writing by the Design Review Committee. The stop work order shall continue until the violation has been corrected as authorized by the Committee, as certified in writing by the Committee. If the owner/contractor/subcontractor refuses to stop work, a certified letter shall be sent to the property owner who is in violation. The letter shall describe what the violation is and require that all work be discontinued until the problem is rectified. A limit shall be placed on the amount of time allowed to correct the problem. In most cases, the time limit will be set at either twenty-four (24) or forty-eight (48) hours. In the event the written notice is ineffective or is breached, the Seventh Mountain Golf Village Association, Inc. may seek an injunction to force compliance. A fine may also be levied in conjunction with the stop work order, in conjunction with a schedule of fines reviewed and approved on an annual basis by the Design Review Committee, and subject to the oversight and approval of Seventh Mountain Golf Village Association, Inc..

AFTER RECORDING RETURN TO:
WIDGI CREEK HOA
P.O. Box 8705
BEND, OR 97708-8705

99-24784-2

2. A new Section 10 is hereby added to Article XII, to read as follows:

Section 10. ATTORNEY FEES. In the event that legal suit or action is instituted for the enforcement of the Declarations or for any remedy for the breach of the Declarations, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

SEVENTH MOUNTAIN GOLF VILLAGE
ASSOCIATION, INC.

By: John M. Gray
Its: President

STATE OF OREGON, County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 19th day of MAY, 1999, by JOHN M. GRAY, who stated that he is the PRESIDENT for Seventh Mountain Golf Village Association, Inc. and that he is authorized to execute the foregoing instrument on behalf of the corporation.

Becky Lorentz
Notary Public for Oregon

My Commission Expires: OCTOBER 26, 2002

