

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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Sunriver Owners Association
PO Box 3278
Sunriver, OR 97707

AMENDMENT TO DECLARATION

SUNRIVER OWNERS ASSOCIATION ("SROA") hereby amends its Declaration, dated effective January 1, 1986 and recorded in the Deed of Records of Deschutes County, Oregon at Volume 0113, Page 1158 and following (the "Consolidated Plan"), as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, terms used in this Amendment to Declaration (this "Amendment") shall have the respective meanings assigned to such terms in the Consolidated Plan.
2. **Amendment to Section 7.08.** Section 7.08 is hereby amended by adding the following text as a new paragraph (c) to such section:

"c. The reserve account may also be used to acquire or construct new facilities that have a useful life in excess of 30 years if such expenditures are approved by a 60% majority of votes cast by written ballot directed to all owners."
3. **First Amendment to Section 3.04.** The second full paragraph of Section 3.04 is hereby amended by inserting the following text immediately after the word "Sunriver" in such paragraph:

"or to a village association subject to the Consolidated Plan of Sunriver"
4. **Second Amendment to Section 3.04.** The first full paragraph of Section 3.04 is hereby amended by deleting the seventh sentence of such section in its entirety and substituting the following text in place thereof:

"The Administrator of Sunriver may dedicate common areas for owners' park purposes. The Administrator shall have the authority, acting in its sole discretion, to take all steps reasonably necessary to grant governmental entities or utilities an easement over any common areas for purposes of constructing, improving or widening existing roads, installing new utilities or improving existing utilities within Sunriver; provided, however, that in exercising such discretion, the Administrator shall be required to act in the collective best interest of the members of SROA."
5. **Creation of New Section 3.13.** The Consolidated Plan is hereby amended by inserting the following text as a new Section 3.13:

"3.13 Correction of Siting/Surveyor Errors.

 - a. **General.** Notwithstanding any other provision of the Consolidated Plan, upon discovering that improvements located on a unit encroach on a common area located adjacent to such unit (such encroaching area being referred to herein as the "Occupied Area"), the Administrator shall have the authority to take the actions set forth in subsection (b) to vest title in the Occupied Area in the owner of such unit; provided, however, that the Administrator shall only be able to take such actions following a finding

by the Administrator that the requirements of subsections (b) and (c) have been satisfied. For purposes of this Section 3.13, an "improvement" shall mean a manmade structure only and shall not include landscaping.

b. Corrective Action. In order to correct a situation of the type specified in subsection (a), the Administrator shall have the authority to convey the Occupied Area to the unit owner who owns the encroaching improvements; provided, that in exchange for such conveyance, SROA shall receive a portion of the owner's unit substantially equal in size or value to the Occupied Area. The location and configuration of the portion of the unit conveyed by the unit owner to SROA shall be subject to the approval of the Administrator in its sole discretion. If the Administrator determines, in its sole discretion, that the location or use of the Occupied Area or the configuration of the owner's unit makes it physically impractical to enter into a land exchange of the type contemplated by the preceding sentence, the Administrator shall have the authority to sell the Occupied Area to such unit owner for an amount in cash equal to the fair market value of such Occupied Area. The fair market value shall be determined by a certified appraiser selected by the Administrator. All costs of the corrective action shall be borne by the unit owner and paid in cash at closing of the exchange or sale.

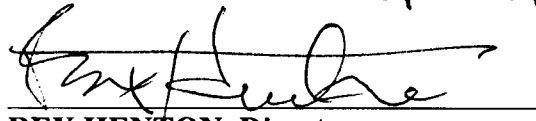
c. Requirements for Corrective Action. The Administrator shall only be entitled to take action of the type set forth in subsection (b) upon a finding by the Administrator that either: (1) SROA could be subject to a valid claim of adverse possession or prescriptive easement for the Occupied Area; or (2) that each prong of the following test is met: (i) such action would be in the collective best interest of the members of SROA; (ii) the encroachment was caused by a previous owner; (iii) the cost of moving the encroaching improvement is prohibitive; (iv) the owner has used and maintained the Occupied Area in a manner consistent with the use and maintenance of the owner's own unit. In addition, the Administrator shall only take part in such conveyance following approval of a lot-line adjustment by the appropriate governmental entity. The decision as to whether each prong of the aforementioned test has been satisfied shall be made by the Administrator, in its sole discretion."

6. **Creation of New Section 8.11.** The Consolidated Plan is hereby amended by inserting the following text as a new Section 8.11:

"8.11 Owner Alteration of Common Areas. Notwithstanding any other provision of the Consolidated Plan, the Design Review Committee, acting in its sole discretion, shall have the authority to approve a unit owner's plan to restore or alter common areas; provided, however, that the owner's plan shall be limited to restoring or enhancing the native appearance using natural and indigenous plants and materials."

7. **Ratification of Consolidated Plan.** Except as expressly amended hereby, all terms, covenants and conditions of the Consolidated Plan shall remain in full force and effect, and the members of SROA do expressly ratify and confirm the Consolidated Plan as amended hereby. This First Amendment shall have no effect on any existing rights or claims of any members of SROA under the Consolidated Plan except to the extent of the specific amendments to the Consolidated Plan effected hereby. All future references to the Consolidated Plan shall be deemed to refer to the Consolidated Plan as amended hereby.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of SROA, hereby certify under penalty of perjury that, by affirmative vote of more than 60% of its members, the Sunriver Owners Association has adopted the foregoing amendment. Executed this 12 day of October, 2001.



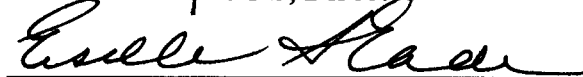
REX HENTON, Director



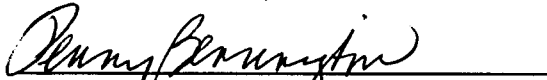
STEPHEN HAMILTON, Director



SHIRLEY MILDES, Director



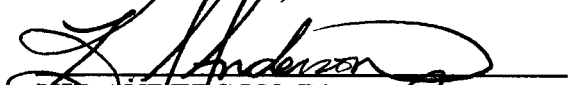
ERSELLE EADE, Director



PENNY BENNINGTON, Director



DAVE THOMAS, Director



KIP ANDERSON, Director

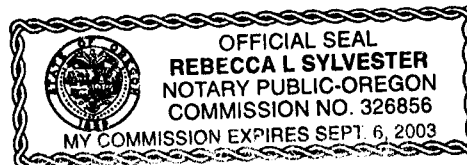


MIKE BRANNAN, Director



DAVE SETZER, Director

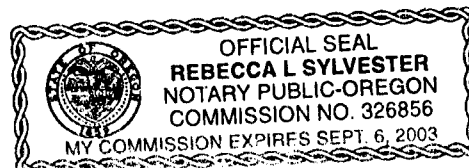
STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 17 day of September, 2001, by **REX HENTON**.

Rebecca L Sylvester
Notary Public for Oregon

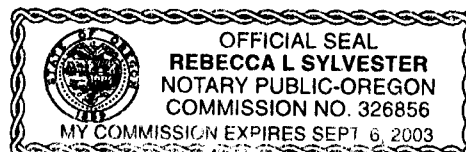
STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 19 day of September, 2001, by **STEPHEN HAMILTON**.

Rebecca L Sylvester
Notary Public for Oregon

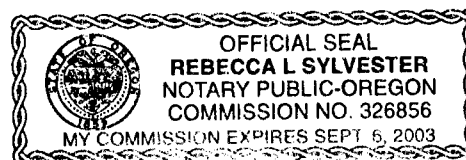
STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 17 day of September, 2001, by **SHIRLEY MILDES**.

Rebecca L Sylvester
Notary Public for Oregon

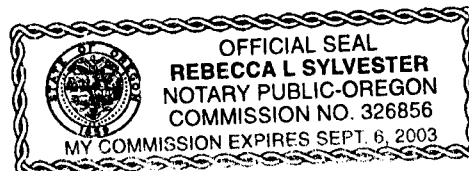
STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 12 day of October, 2001, by **ERSELLE EADE**.

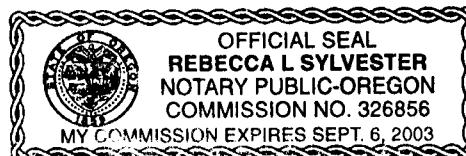
Rebecca L Sylvester
Notary public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 18 day of September, 2001, by **PENNY BENNINGTON**.

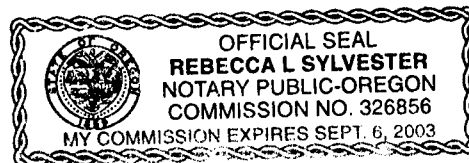
Rebecca L Sylvester
Notary public for Oregon



STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 17 day of September, 2001, by **DAVE THOMAS**.

Rebecca L Sylvester
Notary public for Oregon

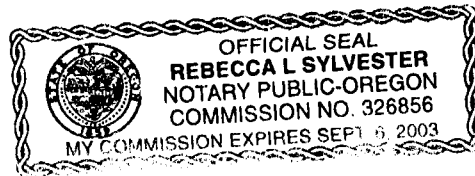


STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 18 day of September, 2001, by **KIP ANDERSON**.

Rebecca L Sylvester
Notary public for Oregon

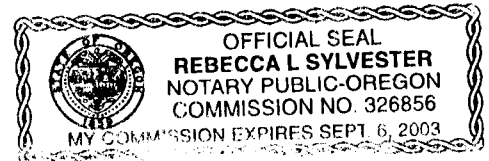
STATE OF OREGON)
) ss.
County of Deschutes)



The foregoing instrument was acknowledged before me this 19 day of September, 2001, by **MIKE BRANNAN**.

Rebecca J. Squester
Notary public for Oregon

STATE OF OREGON)
County of Deschutes) ss.



The foregoing instrument was acknowledged before me this 17 day of September, 2001, by **DAVE SETZER**.

Rebecca Lynne
Notary public for Oregon