VOL 210 PAGE 875

210 小海海

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, a Declaration of Covenants, Conditions and Restrictions relating to TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, was duly recorded in Volume 184, at Page 359, Deed Records, Deschutes County, Oregon, on May 19, 1972, and,

WHEREAS, Article VI, Section 3 of said Declaration provides that said Declaration may be amended during the first twenty (20) years by an instrument signed by not less than ninety percent (90%) of the lot owners, and,

WHEREAS, more than ninety percent (90%) of the lot owners desire to amend said Declaration,

NOW, THEREFORE, the undersigned, representing in excess of ninety percent (90%) of the lot owners of TILLICUM VILLAGE, SECOND ADDITION, hereby amend the original Declaration of Covenents, Conditions and Restrictions relating to TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, as recorded in Volume 184, at Page 859, Deed Records, Deschutes County, Oregon, as follows:

THIS DECLARATION, made on the date hereinafter set forth by WARD CORPORATION OF BEND, an Oregon Corporation, hereinafter referred to as "Declarant" with the consent of more than 90% of the lot owners of the Lots in Tillicum Village, Second Addition, Deschutes County, Oregon:

WITNESSETH:

WHEREAS, Declarant and the undersigned lot owners are

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, OREGON 97701

Page 1

BEND TITLE COMPANY 1050 DOND, BEND, OREGON 97701

the owners of more than 90% of the lots in Tillicum Village, Second Addition, Deschutes County, Oregon, and

WHEREAS, Declarant is the owner of that certain real property known as Tillicum Village, Third Addition, Deschutes County, Oregon,

NOW, THEREFORE, Declarant and the undersigned lot owners of lots located in Tillicum Village, Second Addition declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant and the undersigned lot owners further declare that additional parcels and lots of real property may be subjected to the terms of this Declaration by execution and recordation by the parcel or lot owner of a "Supplemental Declaration" a copy of which is attached hereto, marked Exhibit A and by this reference made a part hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Homeowners of Tillicum Village, a non-profit corporation, organized under the laws of the State of Oregon, its successors and assigns.

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, OREGON 97701

Section 2. "Twner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel or lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performances of an-obligation.

Section 3. "Properties" shall mean and refer to that certain property hereinabove described and such additional property as may be subjected to this Declaration by execution and recordation of a Supplemental Declaration by the owner of such parcel or lot.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The common area shall include, but is not limited to:

All of those common areas as set out in the official plats of Tillicum Village, Second Addition, Deschutes County, Oregon, and Tillicum Village, Third Addition, Deschutes County, Oregon, together with all roads, streets, and walkways shown in said plats; reserving, however, in Ward Corporation of Bend the irrevocable right to designate streets, roads and walkways for joint use and maintenance with other classes of persons or subdivisions.

Section 5. "Lot" shall mean and refer to any plot of land or portion thereof shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6. "Declarant" shall mean and refer to WARD CORPORATION OF BEND, an Oregon corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, ORECON 97701

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, OREGON 97701

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B. The Class B member shall he the Declarant and shall be entitled to six (6) wotes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

right is commonst the trip of the story of the story

(b) On January 1, 1976.

GRAY, FANCHER, HOLMES & RURLEY
ATTORNEYS AT LAW
1044 SOND STREET
BEND, ORECON 9770F

consignates of the contract of

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at . the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and perpetual maintenance of the common areas, including streets and roads, and of the homes situated upon the properties. The Association shall also have the right to contract for, pay and assess against each lot owner utilities or services such as garbage, water, television cable,

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND ORECON 97701

and street maintenance.

Section 3. Maximum Annual Assessment. Until January 1, 1976, the maximum annual assessment shall be \$200.00 per lot, (plus sewer charge where applicable),

(a) From and after January 1, 1976, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1976, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 5 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or 4 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present,

CRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 SOND STREET BEND, OREGON 9770:

another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots (except for sewer charge) and may be collected on a monthly basis.

Due Dates. The annual assessments provided for herein shall commence on January 1, 1974, as to all properties presently subject to this Declaration and on the first day of the month following subjection of additional properties to this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-payment of Assessments:

Remedies of the Association. Any assessment not paid within thirty
days after the due date shall bear interest from the due date at
the rate of twelve percent (12%) per annum. The Association may

GRAY, FANCHER, HOLMES & HURLEY ATTOMNEYS AT LAW 1044 BOND, STREET BEND, OREGON 97701

bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. 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 lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V-

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and plans for landscaping by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, ORECON 97701

disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, it being the intention that the Board or said committee shall have full control not only of structures but landscaping and maintenance of individual lots.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

www.com. Cook rewalled the

(b) In the event that any owner shall fail to comply with any rule or regulation or shall fail to properly maintain and landscape his property, the Association shall have the right to enforce said regulation or maintenance by causing the same to be done, and levy against the owner the reasonable cost thereof, notwithstanding the limitations herein contained of any annual assessment.

If, however, the failure to comply with regulations shall be of such nature that the Association cannot cause the

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044-SOND STREET
BEND, ORECON 97701

Page In

201002.0

same to be done, the Association may levy a reasonable penalty against the non-complying owner, said penalty to be without regard to the maximum annual assessments referred to herein.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect,

Section 3. Amendment. This Amended Declaration may be amended during the first twenty (20) years from the date of recording this Amended Declaration by an instrument signed by the Board of Directors of the Association. The Board of Directors will execute and record the required instrument if minety percent (90%) of the members of the Association vote to amend; thereafter the required vote shall be reduced to seventy-five percent (75%).

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto set its hand and seal this 14th day of . 1974.

> WARD CORPORATION OF BEND, an Oregon Corporation,

STATE OF OREGON, County of Deschutes, ss:

Before me personally appeared JAN WARD, who, being sworn, stated that he is the President of WARD CORPORATION OF BEND and that this instrument was voluntarily signed on behalf of the corporation authority of its Board of Directors.

Notaty Public for My Commission Expires:

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1944 SOND STREET BEND, ORECON 92701

J. L. WARD CONSTRUCTION CO., an Oregon Corporation

Jan Ward, President

STATE OF OREGON, County of Deschutes, ss:

Before me personally appeared JAN WARD, who, being sworn, stated that he is the President of J. L. WARD CONSTRUCTION CO. and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors.

POOL C

Notary Public for Oregon
My Commission Expires: 2-1-77

STATE OF THE COST

etrones, to be so

GRAY, FANCHER, HOLMES & HURLEY, ATTORNEYS AT LAW 1044 BOND STREET BEND, OREGON 97701

WEL 210 FALE 887

SUPPLEMENTAL DECLARATION

We, the undersigned on	mers of Lot, Block,
TILLICH VILLAGE,	, Deschutes County, Oregon,
hereby subject the above describ	ped property to the terms of the
Amended Declaration of Covenant:	s, Conditions and Restrictions as
recorded in Volume, Page	, Deed Records, Deschutes
County, Oregon.	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
Dated this day	of, 1974.
_	
STATE OF OREGON) SS. County of Deschutes) SS.	
Before me personally	appeared
and a	nd acknowledged the foregoing
instrument to be their voluntary	ract.
	otary Public for Oregon. Commission Expires:

∆ tt

GRAY, FANCHER, HOLMES & HURLE) ATTORNEYS AT LAW 1044 BOND STREET

CONSENT

We, the undersigned Board of Directors of Homeowners of TILLICUM VILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE) hereby consent to and approve the attached Amended Beclaration of Covenants, Conditions and Restrictions.

Declaration of Covenants, Conditions and Restrictions.
Dated this 20 day of day , 1974.
Parfel Juchanan willing Alfriche
Kennett Wartner For F Thanks
Jews -
STATE OF OREGON
County of Deschutes) SS.
County of Deschutes) ss. Before me personally appeared
County of Deschutes) 55.
County of Deschutes) 55. Before me personally appeared
County of Deschutes) 55. Before me personally appeared
Before me personally appeared Paul F. Buchanan Kenneth Wortman , William J. Schinkel , Boo L. Ostrander and Jan L. Ward , who, being sworn, stated that they constitute the Board of Directors of Homeowners of TILLIEUM WILLAGE,
Before me personally appeared Paul F. Buchanan Kenneth Wortman , William J. Schinkel , Bob L. Ostrander and Jan L. Ward , who, being sworn, stated that they constitute the Board of Directors of Homeowners of TILLICUM WILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE) and that this Con-
Before me personally appeared Paul F. Buchanan Kenneth Wortman , William J. Schinkel , Bob L. Ostrander and Jan L. Ward , who, being sworn, stated that they constitute the Board of Directors of Homeowners of TILLICUM WILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE) and that this Consent was voluntarily signed on behalf of said Homeowners of TILLICUM
Before me personally appeared Paul F. Buchanan Kenneth Wortman , William J. Schinkel , Bob L. Ostrander and Jan L. Ward , who, being sworn, stated that they constitute the Board of Directors of Homeowners of TILLICUM WILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE) and that this Con-
Before me personally appeared
Before me personally appeared Paul F. Buchanan Kenneth Wortman , William J. Schinkel , Boo L. Ostrander and Jan L. Ward , who, being sworn, stated that they constitute the Board of Directors of Homeowners of TILLIEUM WILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE) and that this Consent was voluntarily signed on behalf of said Homeowners of TILLICUM VILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE).
Before me personally appeared
Before me personally appeared Paul F. Buchanan Kenneth Wortman , William J. Schinkel , Boo L. Ostrander and Jan L. Ward , who, being sworn, stated that they constitute the Board of Directors of Homeowners of TILLIEUM WILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE) and that this Consent was voluntarily signed on behalf of said Homeowners of TILLICUM VILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE).

GRAY, FANCHER, HOLMES & HURLEY ALIGNMENS AT LAW 1044 BORD, STREET BEND, GRECON 97701

Ne, the undersigned owners of Lot 15, Block 2, fand W. 5 feet of 16
TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 2/ day of August, 1974.

STATE OF OREGON County of Deschutes

Before me personally appeared Paul H. Buchanas

and acknowledged the foregoing Bonnie L. Buchanan

instrument to be their voluntary act.

V Commission Expires: 2-1-7

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1048 SOND STREET BEND, OREGON 99701

We, the undersigned owners of Lot 16, Block 2 TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 20th day of August, 1974.

Thereof Doll

July M. Alchm

STATE OF OREGON County of Deschutes

Before me personally appeared Thomas E. Delm

and acknowledged the foregoing and Welda M. Dehm

instrument to be their voluntary act.

Commission Expires:

GRAY, FANCHER, HOLMES & HURLEY ATTORNETS AT LAW 1044 BOND STREET BEND, ORECON 97701

CONSENT

TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon,

consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 20 day of 4974.

STATE OF OREGON) ss.

Before me personally appeared M. R. Blair
and Ann L. Blair and acknowledged the foregoing instrument to be their voluntary act.

101-

Nortary Public for Gregon.
Ny Commission Expires: 1./24/74

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, GRECON 97701

We, the undersigned owners of Lot 18, Block 2, TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants; Conditions and Restrictions.

Dated this // day of

STATE OF OREGON County of Deschutes) ss.

Before ne personally appeared

and acknowledged the foregoing

rument to be their voluntary act.

Commission Expires: 5

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, OREGON 97701

VOL 210 PAGE 893

CONSENT.

We, the undersigned owners of Lot 19, Block 2.

TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Gregon,

consent to and approve the attached Amended Declaration of Coverants, Conditions and Restrictions.

Dated this 1014 day of Stat , 1974.

Solon A. Series

STATE OF OREGON)
County of Deschutes) ss.

Before me personally appeared Robert R. Leisy and Diane M. Leisy and acknowledged the foregoing instrument to be their voluntary act.

NOTA TO

Notary Public for Oregon Ty Commission Expires: 10/24/74

GRAY, FANCHER, HOLMES & HURLEY
ATTORNETS AT LAW
1044 BOND STREET
BEND, ORECON 97701

roull

CONSENT.

VOI 210 PAGE 894

No. the undersigned owners of Lot <u>20</u>, Block <u>2</u>, THELICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Coverants, Conditions and Restrictions.

Dated this 30 day of Quaguet, 1974.

STATE OF OREGON) ss.

Before me personally appeared Edward & Mull and acknowledged the foregoing instrument to be their voluntary act.

OFFICIAL SEAL
AUDREY B. MESSELT
NO AUGLES COUNTY
My Commission Expires Sept. 10, 1974

Notary Public for Oregon.

You Commission Expires: Let 16, 1974

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, OREGON 97701

CONSENT.

Ne, the undersigned owners of Lot 21, Block 2, THETCHM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Coveriants, Conditions and Restrictions.

Dated this 20 day of August , 1974.

Terry F. Brand.

STATE OF OREGON) SS. County of Deschutes) .ss.

Before me personally appeared Vincent J. Brand

and Terry L. Brand and acknowledged the foregoing

instrument to be their voluntary act.

401. PUD- Sozary Public for Oregon.

Ty Commission Expires: 10/26/74

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, ORECON 97701

irl.

Wol. 210 FAGE 896

CONSENT .

We, the undersigned owners of Lot 7-17-9, Block <u>S</u>

TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Gregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 5x4 day of Sect , 1974

WARD CORPORATION OF BEND

STATE OF OREGON)
County of Deschutes) ss.

Before me personally appeared <u>Ton L Word Purpled</u>

Charles and acknowledged the foregoing

6:10

Notary Public for Oregon.
My Commission Expires: 8-16-78

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 BOND STREET
BEND, OREGON 97701

mª Tilvary

VOL 210 PAGE 897

We, the undersigned owners of Lot 10, Block 5, TILLICIM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this //. day of September , 1974.

Richardle-M-Sel

STATE OF OREGON County of Deschutes

Before me personally appeared Richard A. McGilvray

Mary Jo McGilvray and acknowledged the foregoing

instrument to be their voluntary act.

GRAY, FANCHER, HOLMES & HURLEY

BEND, ORECON 97701

CONSENT

We, the undersigned owners of Lat //, Black 5, TIELICIM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 991 day of

STATE OF ORFGOM County of Deschutes)

Before me personally appeared James (1.

and Money 7 White and acknowledged the foregoing

instrument to be their voluntary act.

Motary Public for Oregon.
My Commission Expires: 4-14-78

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, ORECON 97706

Barlow

CONSENT

VOL 210 PAGE 899

We, the undersigned owners of Lot 1. Block 6.

THLICIN VILLAGE, SECOND ADDITION, Deschutes County, Oregon,
consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 28 day of Ches , 1974

- William & Barbard

STATE OF OREGON) ss.

Before me personally appeared Lineum J Braces
and Anne M Sacres and acknowledged the foregoing
instrument to be their voluntary act.

OTARY OTARY Notary Public for Oregon.
My Commission Expires:
My Commission Expires Oct. 18, 1976

GRAY, FANCHER, HOLMES & MURLEY ATTORNEYS AT LAW 1044 BONG STREET BEND, ORECON 97701

Ke. the undersigned owners of Lot 3, Block 6.

THE CONSENT 7, Block 6.

NOT ...

Notary Public for Oregons.

Thy Commission Expires: 70/24/74

CRAY, FANCHER, HOLMES & HURLEY ATTORNETS AT LAW 1044 EDING STREET END. GRECON 9770K CONSENT

VOL 210 PAGE 931

We, the undersigned owners of Lot 146, Dlock 6, THELICEM VILLAGE, SECOND ADDITION, Deschutes County, Gregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 544 day of Sept , 1974.

WARD CORPORATION OF HEND

STAIF OF ORFGON) ss.

Before me personally appeared Jal Col R

instrument to be woluntary act.

Coixa Al Last

Notary Public for Oregon.
Ny Commission Expires: 8-78-78

GAAY, FANCHER, HOLMES & HURLEY
ALTOWNESS AT LAW
100-0 BOND STREET
BEND, ORLGON 97701

VOL 210 PAGE 902

CONSENT

TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Cregon,

Consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this o day of Leptender, 1974.

STATE OF OREGON
County of Deschutes) ss.

Life, Before me personally appeared Tris Ward

and acknowledged the foregoing instrument to be their voluntary.act.

Notary Publicator Oregon.

Gray. Fancher, Molmes & Hurley Attorneys at Law 1044 Sond Streey Bend, Origon 9770:

CONSENT

We, the undersigned owners of Lot 2, Block 6TILLICIM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 22 day of August, 1974.

Linge J. York

Joanne S. York

STATE OF OREGON County of Deschutes

Before me personally appeared corge

and acknowledged the foregoing

to be their voluntary act

Notary Public for Oregon. My Commission Expires:

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, OREGON 97701

VOL 210 FAGE 904

We, the undersigned owners of Lot 8, Block 6, THLEICH VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 20th day of August

Margaret of Schinkel

STATE OF ORFGON County of Deschutes

Before me personally appeared ____William J. Schinkel

and Margaret J. Schinkel and acknowledged the foregoing instrument to be their voluntary act.

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, ORECON 97701

vol 210 rage 905

	CONSENT
Ne, the undersig	ened owners of Lot 9, Block 6
TILLICUM VILLAGE, SECOND A	ADDITION, Deschutes County, Oregon,
consent to and approve the	e attached Amended Declaration of Cov-
enants, Conditions and Res	strictions.
Dated this 20	day of <u>August</u> , 1974
	R. M. Roberton -
	A The Roberton -
	Mu RW Rabertann
	mun rice il massione
STATE OF ORFGON) County of Deschutes) ss	5 1 1 1 1 1 1 1 1 1
	nally appeared <u>R. W. Robertson</u>
	and acknowledged the foregoing

Notary Public for Dreson by Commission Expires:

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, OREGON 97701

CONSENT

We, the undersigned Reard of of TILLICUM VILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE) hereby consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions. Dated this 1/1/2 day of

STATE OF OREGON County of Deschutes) ss.

and Cynthia A. French they being sworn, stated that Constitute the Board of Directors of Homeowners of TILLICUM VILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE) and that this Consent was voluntarily signed on behalf of said Homeowners of TILLICUM VILLAGE, SECOND ADDITION (Homeowners of TILLICUM VILLAGE).

Commission Expires:

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW BEND, ORECON 97761

VOL 210 FACE 907

We, the undersigned owners of Lot 11, Block 6, TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 6 day of September, 1974.

Rus Sellers

Com Sellers

STATE OF OREGON County of Deschutes

Before me personally appeared this and acknowledged the foregoing instrucent to be their voluntary act.

by Commission Expires

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, ORECON 97701

We, the undersigned owners of Lot 12, Block 6, THE ICH VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions. Dated this 20 day of August Helin Hartman STATE OF ORFGOM County of Deschutes Refore me personally appeared and acknowledged the foregoing Helen Wortman

instrument to be their voluntary act.

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND STREET BEND, ORECON 97701

COMSENT .

We, the undersigned owners of Lot 13 , Black 6TERLECENE WELLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covemants, Conditions and Restrictions.

Dated this 20 day of __

STATE OF OUFGOIL County of Deschutes

Before me personally appeared _____ Bob L. Ostrander

and __Martha K. Ostrander ___ and acknowledged the foregoing

instrument to be their voluntary act.

Public for Oregon y Commission Expires:

GRAY, FANCHER, HOLMES & HURLLEY ATTOPHETS AT LAW IGHE EGNE: STREET BEND: OREGON 97701

CONSENT .

We, the undersigned owners of Lot 4, Block 6, TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covernants, Conditions and Restrictions.

Dated this 297# day of AUGUST , 1974.

Martin f. Nover

STATE OF ORFGON) ss.

Before me personally appeared Martin J. Nauer and <u>Lelia C. Nauer</u> and acknowledged the foregoing instrument to be their voluntary act.

NOTAR!

Vulcto anx Rayless

Notary Public for Oregon.

My Commission Expires: 8 7-8-78

GRAY, FANCHER, HOLMES & HURLEY ATTORNEYS AT LAW 1044 BOND, STREET BEND, ORECON 97701

CONSENT.

VOL 210 MAGE 911

We, the undersigned owners of Lot /S , Block _C ,
TILLICIM VILLAGE, SECOND ADDITION, Deschutes County, Cregon,
consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 5H4 day of 5, 1974.

J. L. WARD CONSTRUCTION COMPANY

STATE OF ORESON) SS. County of Deschutes) SS.

Before me personally appeared Jon - [Wan] In

instrument to be there voluntary act.

Notary Public for Oregon.
'Yy Commission Expires: 8-16-78

Speckt

VOL 210 FACE 912

CONSENT .

Dated this 10TH day of SEPTEMBER , 1974.

Walter a. Speckt Doris Smith Spectit

STATE OF OMEGON) SS. County of Deschutes) ss.

Refore me personally appeared Wolfer A Specht and Doris Smith Specht and acknowledged the foregoing instrument to be their voluntary act.

NOTANLE

Notary Public for Oregon.
My Commission Expires: 2-25-75

Cochnani vol 210 mae 913

CONSENT.

No, the undersigned owners of Lot ______, Block ______,
TILLICIM VILLAGE, SECOND ADDITION, Deschutes County, Oregon,
consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 10th day of SEPTEMBER , 1974

Juli Delm Wedner -

STATE OF OREGON) ss.

Before me personally appeared Julith And Cochron and Jerry L. Cochron and acknowledged the foregoing instrument to be their voluntary act.

Notary Public for Organ.
My Commission Expires: 11-12-77

10T/ 10 U B U P

CONSENT

VCI 210 PAGE 914

Ne, the undersigned owners of Lot 3, Block 7, TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Coverants, Conditions and Restrictions.

Dated this 9 day of Sopt, 1974.

Sharon & M. Cornack

STATE OF OREGON) SS. County of Deschutes) SS.

Before me personally appeared Edward T. - McCormack and Sharen G. McCormack and acknowledged the foregoing instrument to be their voluntary act.

NOTAR

Notary Pullic for Oregon.
My Commission Expires: 2-25-75

CONSENT .

We, the undersigned owners of Lot 4, Block 7, TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this <u>20</u> day of August, 1974.

Kathyne M. Ballo

STATE OF ORFGON County of Deschutes

Before me personally appeared Kathryne M. Ballo and acknowledged the foregoing

instrument to be their voluntary act. .

CONSENT

We, the undersigned owners of Lot 5. Block 7. TILLICHN VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

naved this 20 day of Agest, 1974.

Kathayne St. Ballo

STATE OF ORFGON } ss.

Hefare me personally appeared <u>Kathryne M. Ballo</u> and acknowledged the foregoing

instrument to be them. voluntary act.

Notary Public for Oreson

CRAY, FANCHER, HOLMES & HURLEY
ATTORNISTS AT LAW
LOAD BOND RYMEET
BRIND, DREGON 92701

CONSENT

We, the undersigned owners of Lot 6, Block 7,
FILLICIDI VILLAGE, SECOND ADDITION, Deschutes County, Oregon,
consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

nditions and Restrictions.

Dated this 21st day of fuguet, 1974.

- Maria II James

STATE OF OREGON) SS.

Before me personally appeared Frederic M. Ramsey

and Carol F. Ramsey and acknowledged the foregoing instrument to be their voluntary act.

PUBLIC .

Mcture & Urburl
Notary Public for Oregon.
My Commission Expires: 6-5-77

GRAY, FANCHER, HOLMES & HURLEY
ATTORNEYS AT LAW
1044 BOND STREET
BEND, ORECON 92704

79.4

1

Brainerd

CONSENT

VOL 210 FALE 918

Dated this gth day of Systember, 1974.

Edna Q Brained

STATE OF OREGON) County of Deschutes) S

Before me personally appeared Hawle & Grainer

instrument to be their voluntary act.

Notary Public for Oregon
My Commission Expires:

VOL 210 PAGE 919

CONSENT.
We, the undersigned owners of Lot 8 , Block 7
TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon,
consent to and approve the attached Amended Declaration of Cov-
enants, Conditions and Restrictions.
Dated this 20 day of August , 1974.
Corald & Steek
Shula My Glenk
STATE OF OREGON) ss. County of Deschutes)
Before me personally appeared Ronald L. Gleich
and Sheila M. Gleich and acknowledged the foregoing
instrument to be their voluntary act.

Jotan Public for Oregon Ly Commission Expires: 10/24/74

COMSENT

. WOL **21**0 PAGE **92**0

			rs of Lot Neschutes Coun	
			d Amended Decla	
		d Restriction		
			September	, 1974.
			1 00	
		*	follis Es	m
			Α,	Brock
			Joyce &	. Crock
STATE OF County o	OREGON E Deschutes	} ss.		
	Before me p	personally app	neared <u>Hollis E.</u>	Brock
	e L. Brock	and	d acknowledged t	he foregoing

Notary Public for Oreson.

No Commission Expired Nov. 12, 1977

CONSEST

VOL 210 PAGE 921

Dated this 20 day of Que, 1974

Sal Dilla

STATE OF OREGON) ss.

Before me personally appeared ______Steven B. Mellon

and Edith A. Mellon and acknowledged the foregoing

instrument to be their voluntary act.

Noteth Public for Oregon
No Commission Expires: 10/26/74

CONSENT.

VOL 210 FAGE 922

We, the undersigned owners of Lot 3, Block 8, TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covernants, Conditions and Restrictions.

Dated this 30th day of Curst, 1974.

M. in Ticker

STATE OF ORFGON) ss.

Before mc personally appeared

and acknowledged the foregoing

instrument to be their voluntary act.

PUBLIC

War Public for Oregon.
Commission Expires: 5-21-78

VOL 210 PAGE 923

No, the undersigned owners of Lot $\frac{\mathcal{L}}{\mathcal{L}}$, Rlock $\frac{\mathcal{L}}{\mathcal{L}}$ TILLICIM VILLAGE, SECOND ADDITION, Deschutes County, Oregon. consent to and approve the attached Amended Declaration of Covemants, Conditions and Restrictions.

Dated this 23 day of <u>Ougraph</u>, 1974.

Quality O- Eston

— L & EL

STATE OF OREGON County of Deschutes

. Before me personally appeared Steven D. Eaton

Judith A. Eaton and acknowledged the foregoing

instrument to be their voluntary act.

Notary Public for Oregon.
Commission Expires: Nov. 12, 1977

GRAY, FANCHER, HOLMES & HURLEY

CONSENT.

VOL 210 PAGE 924

We, the undersigned owners of Lot 5, Block 8TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 20 day of Que

STATE OF OREGON County of Deschutes

Before me personally appeared _____ Duane Rold

Delene M. Rold and acknowledged the foregoing

instrument to be their voluntary act.

ommission Expires

SEP 3 1974

Durflinger

CONSENT .

VGL 210 FAUE 925

Ne, the undersigned owners of Lot 6, Block 8

TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon,
consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 38 day of Greg , 1974.

Hary Durflinger

STATE OF ORFGON) ss. County of Deschutes) ss.

Before me personally appeared Harry Durflinger
and Christine Durflinger and acknowledged the foregoing

instrument to be their voluntary act.

NOTARI-

Notary Public for Oregon.
My-Commission Expires: 2/13/77

vol. 210 page 926

CONSENT

We, the undersigned owners of Lot 7, Block 2, TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Coverants, Conditions and Restrictions.

Dated this 26th day of August, 1974.

Me Varie Godman! Richald Comm

STATE OF OREGON) ss.

Before me personally appeared Don's Goodman

and Richard Goodman and acknowledged the foregoings instrument to be their voluntary act.

Notary Public for Oregon.

My Commission Expires: 221-78

VOL 210 FAGE 927

CONSENT.

We, the undersigned owners of Lot 3, Block 3, TILLICUM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 20 day of AUGUST, 1974.

STATE OF OREGON)
County of Deschutes) ss.

instrument to be their voluntary act.

Vocaty Public for Oregon / 10/26/74

No Commission Expires: 10/26/74

COLSELL

We, the undersigned owners of Lot 7. Block 8

THELICEN VILLAGE, SECOND ADDITION, Deschutes County, Oregon,

consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions.

Dated this 30 day of August, 1974.

Norman J. Pfoff Karen E. Ffayy

STATE OF OMEGON:) ss.

Before me personally appeared Norman L Pfaff and

and Raren E. Pfaff and acknowledged the foregoing

instrument to be their voluntary act.

Notary Public for Orgon.

Motory Public for Orgon.

Mr. Commission Expires: Nov. 11,197

GRAY FANCHER HOLMES & HURLEY
ATTORNETS AT LAW
HOME BOIND STREET

Light of the second

100

Jackson VCL 210 PAGE 929

CONSENT. We, the undersigned owners of Lot 10, Block 8TELETICIM VILLAGE, SECOND ADDITION, Deschutes County, Oregon, consent to and approve the attached Amended Declaration of Covenants, Conditions and Restrictions. Dated this _ Gay of Spate STATE OF OUR GOM County of Deschutes Before me personally appeared how and acknowledged the foregoing instrument to be their voluntary act. Notary Public for Oregon. My Commission Expires: 3918