

REVISIONS IN DECLARATIONS, RESTRICTIONS,
COVENANTS AND CONDITIONS

for

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WILD RIVER
DESCHUTES COUNTY, OREGON

Special meeting, Wild River Owners Association Saturday, May 25, 1974.

ARTICLE IV, Section 1 (F): The right of the directors to lease portions of the Common Area to owners or a group thereof for recreational purposes for such lessees.

REVISION: (add) However, such leases shall be subject to vote and approval by a majority of membership.

ARTICLE V, Section 4: Special Assessment 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, except for repairs or replacements, any such assessment for structural alterations, capital additions, or capital improvements reflecting an expenditure of in excess of \$500 shall require the assent of a two-thirds (2/3) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

REVISION: (delete) [a two-thirds (2/3) majority of the votes of the members who are voting in person or by proxy]

(add) an absolute majority of the votes of all members.

(add) Developer shall be entitled to one (1) vote only, without respect to the number of lots owned, when voting in favor of a special assessment.

ARTICLE V, Section 5: Uniform Rate of Assessment. Both regular periodic assessments and any special assessments must be fixed at a uniform rate for all Lots not exempt and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors.

REVISION: (delete) [not exempt]

ARTICLE V, Section 7: Date of Commencement of Annual Assessments: Due Dates. All Lots not exempt shall be subject to the regular or periodic assessments provided for herein on the date specified by the Board of Directors. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. When Declarant has sold ninety percent (90%) of the Lots it shall advise the Association in writing

REVISION: (delete) [not exempt]

ARTICLE V, Section 10: Lots owned by Declarant shall be exempt from any assessment until ninety percent (90%) of all originally platted lots are sold for the first time.

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REVISION: (delete) ARTICLE V SECTION 10 IN ITS ENTIRETY
~~lots owned~~

ARTICLE VII, Section 8: Signs. No signs shall be placed or kept on a lot other than a sign 10" x 24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any and the address. Only signs provided by the Association shall be used to advertise a unit for sale.

REVISION: (delete) [Only signs provided by the Association shall be used to advertise a unit for sale]

(add) Owners or their representative Real Estate Broker may place "for sale" or "for lease" signs of reasonable and customary dimensions on their property.

ARTICLE VIII, Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast not less than 75 percent of the votes of each class of membership. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon to be effective.

REVISION: (delete) [during the first twenty-five (25) year period]
(delete) [of each class]

IN WITNESS WHEREOF, the undersigned has set his hand and seal, and has caused the corporate name to be signed by its officers duly authorized thereunto by Order of the Board of Directors.

Dated: MAY 30, 1974.

Patrick Gisler
Dorothy A. Cale

STATE OF OREGON, County of Deschutes)ss.

May 30, 19 74.

Personally appeared Patrick Gisler and Dorothy A. Cale who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of Wild River Owner's Association a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Shelley K. Holloway
Notary Public for Oregon

My commission expires: March 6, 1978

P.O. Box 7
Bend Ore.

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 25 day of July A.D. 1971

at 3:01 o'clock P.M. and recording

in Book 208 on Page 215 Hereby

of Deed

ROSEMARY PATTERSON

County Clerk

By John L. Lacey Deputy