

93-27231

AMENDMENT
TO
DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS
FOR

✓ WINSTON RANCH HOMEOWNERS ASSN.
20195 WINSTON LOOP
BEND OR 97701

WHEREAS, on the 26th day of June, 1993, at a regular annual meeting of the Winston Ranch Property Owners Association, 75% or more of the total votes entitled to be cast approved the following amendments to the Declarations, Restrictions, Protective Covenants and Conditions for Winston Ranch recorded in Volume 282, at page 721, Deed Records, Deschutes County, Oregon; and

WHEREAS, the Secretary of the Association has attached her certificate to this amendment certifying that the Association approved by a vote amounting to 75% of the total votes entitled to be cast for this amendment; and

WHEREAS, the Board of Directors consisting of Linda Moskowitz, Joyce Lee, and Diane Wirth have joined in this amendment as evidenced by their signatures hereto;

NOW, THEREFORE, the Declarations, Restrictions, Protective Covenants and Conditions for Winston Ranch are hereby amended as follows:

1. Page 1, first paragraph - the word "Declarant" is deleted and replaced with "The Association".
2. Page 1, the second paragraph is deleted.
3. Page 1, third paragraph - the word "Declarant" is deleted and replaced with "The Association".
4. Page 2, Article I - Definition 2 - "Declarant" - is deleted.
5. Page 3, Article II, Section 2. Voting Rights, is hereby amended to read as follows:

All Members as defined in Section 1 shall be entitled to vote as follows:

(a) For changes in the Declarations, Restrictions, Protective Covenants and Conditions for Winston Ranch and all other non-budgetary matters, all Members shall be entitled to one vote per Lot owned. When more than one person or entity holds such interest or interests in any Lot all such persons or entities shall be members, and 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.

(b) For all budgetary matters all Members shall be entitled to one vote for each acre or a fraction of one vote for any fraction of an acre in which they hold the interests required for membership by Section 1. When more than one person or entity holds such interest or interests in any acre all such persons or entities shall be members, and the vote for such acreage shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one acre.

6. Article III, Section 1, paragraph (a) as amended on October 17, 1986 is hereby again amended to read ". . . that 100% of the remaining votes entitled to be cast. . .". This amendment deletes the words "at least" from the above noted sentence.

7. Article III, Section 2, Title to the Roadways: as amended on February 23, 1979 is hereby deleted. Title to the roadways with all easements has been recorded with the county.

8. Article III, Section 3, paragraph (b) - the second sentence shall be changed to read as follows:

". . . lines and sprinklers heads located on their lot which . . ." - - The word "his" being changed to "their".

9. Article III, Section 3, paragraph (c) located on page 7 is hereby amended as follows:

Section 3 shall now be referred to as Section 2 since "Section 2, Title to the Roadways" was deleted in the amendment above.

The sentence that reads "These percentages shall be computed upon completion of the irrigation system by the Declarant, and upon approval of the Board of Directors of the Association, made a part of the records of the Association." shall be deleted and replaced with the following sentence: "These percentages may be adjusted from time to time according to changes made to the total irrigable acreage located on each owner's lot, if any, and upon approval of the Board of Directors of the Association, made a part of the records of the Association."

10. Article III, Section 3, paragraph (d) is hereby deleted.

11. Article III, Section 3, paragraph (e) as amended on February 20, 1981 is hereby deleted and replaced with the following sentence and is also now known as paragraph (d).:

"The Association has the following described easements on, over and across said property for the irrigation system:"

12. Article IV, Section 1 - The first paragraph shall read as follows: "Each Owner of any Lot by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay the Association:"

13. Article IV, Section 2 - The last paragraph beginning, "The first annual assessment will be levied" shall hereby be deleted.

14. Article IV, Section 3 - with reference to the sentence ". . . . any such assessment which exceeds \$2,500 in cost" shall hereby be amended to read: ". . . . any such assessment which exceeds \$5,000 in cost"

15. Article IV, Section 5 - with reference to the sentence located on page 12 ". . . including reasonable attorneys' fees of the Declarant or of the Association" shall hereby be amended to read "including reasonable attorneys' fees of the Association"

16. Article V, Restriction #5 shall be amended to read as follows:

"No boat, mobile home, RV, trailer, or pickup camper may be left on any Common Area or on any street overnight, nor on any lot more than 2 weeks except during construction of an improvement. All such equipment shall be stored as specified in paragraph 14 below."

17. Article V, Restriction #14 as amended on October 17, 1986, shall again be amended to read as follows:

"All farm equipment, recreational vehicles, trailers, satellite dishes, or other unsightly equipment must be stored in approved outbuildings or garages, or must be screened from view with approved fencing materials or landscaping. All fuel tanks must be screened with approved fencing materials or landscaping or placed underground."

18. Article V, Restriction #18 shall be amended to read as follows:

"All exterior lighting must be approved by the Architectural Review Committee. To minimize light pollution for the property owners that wish to maintain a rural atmosphere within Winston Ranch all exterior incandescent lights that exceed 150 watts and any mercury vapor, high pressure sodium, metal halide or fluorescent lights must be shielded and the light directed downward. Landscape lighting must be of low intensity and shielded. It is preferred that all exterior lighting be energized only when necessary."

19. Article V - The following restrictions have been added as follows and numbered accordingly:

"19. Upon beginning of construction on a lot of any building other than a well house, a residence must be begun and exterior completed within eighteen (18) months."

"20. It is the responsibility of all property owners to maintain the mountain views of the other property owners of Winston Ranch by keeping their own existing trees and landscaping trimmed and also by not allowing new trees and landscaping to obstruct the view of the property owners. Existing view shall be defined as the mountain

view property owners have at the time they purchase their lot. All property owners are to protect existing trees from damage by livestock."

20. Article VI, Section 2 is hereby amended to read as follows:

"The Architectural Review Committee shall consist of three members that have been selected by a majority vote of owners. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member or all members of the committee, the Board of Directors of the Association shall have full authority to designate a successor or successors until the next annual Property Owners meeting. Neither the members or the committee or its designated representative shall be entitled to any compensation for services performed by said members."

21. Article VII, Section 5 is hereby amended to read as follows:

"Nothing herein contained in this Declaration shall be deemed to revest or reserve in the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof."

22. Article VII, Section 7 is hereby amended to read as follows:

"The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Association and the Owner or Owners of any portion of said Property, and their heirs and assigns, and each of their legal representatives, and failure by the Association or by any of the Property Owners of their legal representatives, heirs, successors, or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so."

IN WITNESS WHEREOF the undersigned, Board of Directors, and the Secretary of the Association, by and through her certification, have hereunto caused these presents to be executed this 6th day of August, 1993.

WINSTON RANCH

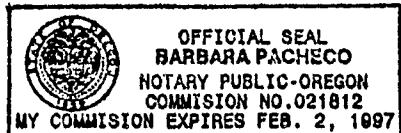
Linda S. Moskowitz
LINDA MOSKOWITZ, DIRECTOR

Joyce Lee
JOYCE LEE, DIRECTOR

Diane Wirth
DIANE WIRTH, DIRECTOR

STATE OF OREGON, County of Deschutes, ss:

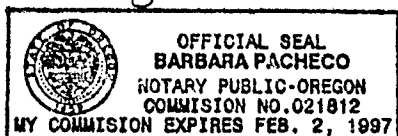
The foregoing instrument was acknowledged before me this 6th day of August, 1993, by LINDA MOSKOWITZ.



Barbara Pacheco
NOTARY PUBLIC FOR OREGON

STATE OF OREGON, County of Deschutes, ss:

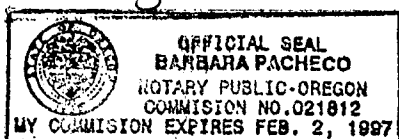
The foregoing instrument was acknowledged before me this 6th day of August, 1993, by JOYCE LEE.



Barbara Pacheco
NOTARY PUBLIC FOR OREGON

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 6th day of August, 1993, by DIANE WIRTH.

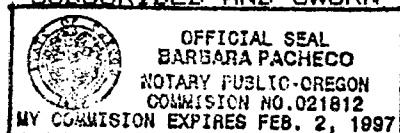


Barbara Pacheco
NOTARY PUBLIC FOR OREGON

I, DIANE WIRTH, Secretary of the Winston Ranch Property Owners Association, hereby certify that on June 26, 1993, at the regular annual meeting of the Association, the Association approved the foregoing amendments by a vote amounting to 75% of the total votes entitled to be cast.

Diane Wirth
DIANE WIRTH, Secretary

SUBSCRIBED AND SWORN to before me this 6th day of August, 1993:



Barbara Pacheco
NOTARY PUBLIC FOR OREGON

-5- AMENDED DECLARATION

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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:

93 AUG 10 AM 11:03

MARY SUE PENHOLLOW
COUNTY CLERK

BY T. Moore DEPUTY

NO. 93-27231 FEE 25.00

DESCHUTES COUNTY OFFICIAL RECORDS