

COVER SHEET

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

February 13, 2008

After recording, return to:
Robert S. Lovlien
Attorney at Law
P.O. Box 800
Bend, OR 97709

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2008-07894



\$61.00

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\$15.00 \$11.00 \$10.00 \$5.00 \$20.00

BRYANT, LOVLIE & JARVIS, PC
ATTORNEYS AT LAW, ESTABLISHED 1915

591 SW Mill View Way PO Box 880 Bend, Oregon 97709-0880 (541) 382-4331 fax (541) 389-3386 WWW.BLJLAWYERS.COM

**THIRD 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 13th day of FEBRUARY, 2008, by SEVENTH MOUNTAIN GOLF VILLAGE ASSOCIATION, INC., (the "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 at Page 1059, Official Records, 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 amendment was recorded in Volume 228, Page 1742, 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 March 20, 1991, which amended was recorded in Volume 235 at Page 2347, Official Records of Deschutes County, Oregon;

WHEREAS, Declarant executed a Second Amendment to the Declarations, Restrictions, Protective Covenants and Conditions for Seventh Mountain Golf Village on May 19, 1999, which Second Amendment was recorded in Volume 1999 at Page 24784, 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 Third Amendment to the Declaration, which consents are on file with the Association; and,

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

1. Section 19 of Article III is amended to read as follows:

"Section 19. TRANSIENT USEAGE LIMITATIONS. In order to maintain the residential character of Widgi Creek, the following restrictions will apply to the use of the lots.

- a. The owner of each lot will designate one individual and that person's spouse, domestic partner or named significant other as the primary resident for said lot ("Primary Resident").

b. The Primary Resident will receive all correspondence from the Association, be responsible for dues and assessments, and be responsible for any CC&R violations (and any resulting fines) committed by them or any other use (the "Non Primary Resident").

c. The Primary Resident must inform all Non Primary Residents of the applicable CC&Rs that encumber the property, including but not limited to, parking, storage of motorhomes, boats and recreational vehicles, and rules with regard to pets.

d. The owner(s) may change the Primary Resident one time during each calendar year.

e. Use of a lot by any Non Primary Resident when the Primary Resident is not also currently occupying the lot is measured in periods of a minimum of 30 consecutive calendar days (the "Occupancy Period").

f. Use of a lot by two or more separate groups of Non Primary Residents during a single 30-day Occupancy Period is prohibited. A Non Primary Resident group must have at least one individual who is present the entire time that group occupies the lot.

g. Notification requirements and fines for violations will be set by the Board of Directors pursuant to Article II, Section 5 of the Declaration."

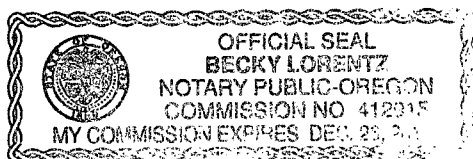
SEVENTH MOUNTAIN GOLF
VILLAGE ASSOCIATION, INC.

By: [Signature]

Its: President

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 13th day of FEBRUARY, 2008, by LEO E. MOTHAN, who stated that HE is the President of Seventh Mountain Golf Village Association, Inc. and that HE is authorized to execute the foregoing instrument on behalf of the corporation.



[Signature]
Notary Public for Oregon
My Comm. Expires: DEC. 26, 2010