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After recording return to:
P. Stephen Russell III
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3600
Portland OR 97201

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THREE PINES

REGARDING RENTAL OF UNITS

This Amendment amends that certain Declaration of Covenants, Conditions and Restrictions for Three Pines, a planned unit development, was recorded in the Deschutes County, Oregon Records on April 11, 2003, as Instrument No. 2003-23947, as amended and supplemented from time to time thereafter (collectively, the "Declaration"). The members of the Association have voted to amend the Declaration to adopt certain restrictions regarding the rental of condominium units as set forth below.

RECITALS

Section 7.2 of the Declaration, restricting the Lots in the Association's residential use, provides, among other things, that this subsection does not prohibit activities to the rental of Living Units. In addition, Section 7.25 of the Declaration provides, among other things, that ". . . each Owner shall be permitted to rent the unit when he is not in occupancy."

The Owners, at a duly called meeting held November 14, 2018, voted to amend the Declaration to place certain restrictions upon rental of Lots and Living Units as provided below.

NOW THEREFORE, the Declaration is hereby amended by adding the following Section 7.37:

"7.37. Rental Restrictions. Notwithstanding Section 7.2 ("Residential Use") and 7.25 ("Occupancy"), no owner may lease or rent his or her Lot, Living Unit, Building or dwelling, or any portion of any Lot, Living Unit, Building, or dwelling, for a period or term of less than thirty (30) days. All leases or rentals shall be by written lease, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Bylaws, and any and all rules adopted by the Association, and that any failure by the tenant(s) or lessee(s) to comply with the

Declaration, the Bylaws and Rules shall be a material default under the lease. Lots and Living Units may be leased only in their entirety and only as a primary residence. Any Owner who rents his or her Lot or Living Unit shall no later than ten days after the rental, provide the Association with a completed Rental Information Form including, the phone number, email address and emergency telephone number of the tenant(s) or lessee(s), the name, email address and emergency telephone number of the Property Manager (rental agency) and the emergency contact information for the Owner. The Owner must provide the tenant(s) or lessee(s) with a copy of the Declaration, Bylaws, and rules of the Association. The owner is responsible for ensuring compliance by the renter with the Declaration, Bylaws and Rules. The Association may require the termination of any lease that does not comply with this subsection."

Except as specifically set forth above, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this undersigned President and Secretary hereby certify that the foregoing Amendment was duly adopted by the necessary vote of unit owners in the Association in accordance with applicable law.

THREE PINES OWNERS ASSOCIATION

By: *Byron Buck*
_____, President

By: *Marilyn Adams*
_____, Secretary

STATE OF OREGON)
) ss. December 19, 2018
County of Deschutes)

Personally appeared before me the above-named Byron M. Buck, who, being duly sworn, did say that he/she is the President of Three Pines Owners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

Catherine Smith
Notary Public for Oregon



STATE OF OREGON)
) ss. December 19, 2018
County of Deschutes)

Personally appeared before me the above-named Marilyn Adams, who, being duly sworn, did say that he/she is the Secretary of the Three Pines Owners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

Catherine Smith
Notary Public for Oregon

