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DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2005-10895



\$36.00

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02/24/2005 03:58:48 PM

D-CCR Cnt=1 Stn=2 PAT  
\$10.00 \$11.00 \$10.00 \$5.00

**AFTER RECORDING, RETURN TO:**

Crescent Creek Owners Association  
c/o Crystal Lake Property Management LLC  
PO Box 7384  
Bend OR 97708-7384

2

**FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR CRESCENT CREEK**

**THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CRESCENT CREEK** is made this 23 day of February, 2005 by the **CRESCENT CREEK OWNERS ASSOCIATION** (the "Association").

**RECITALS**

**A.** The Declaration of Protective Covenants, Conditions, Restrictions and Easements for Crescent Creek were recorded November 4, 2004, in the Records of Deschutes County, Oregon as Document 2004-66326 (the "**Declaration**"). Association is the association of owners established pursuant to the Declaration.

**B.** In accordance with Section 14.2 of the Declaration, by affirmative vote or written consent of Owners holding not less than seventy-five percent (75%) of the Association, together with the written consent of the Class B member, the Owners wish to amend the Declaration.

**AMENDMENTS**

Article 6 Section 6.4 shall be replaced with the following:

**6.4 Leasing and Rental of Living Units.** Short term vacation rentals, which are for a period of less than 30 days, and long term rentals, which are for a period of 31 days or longer, are permitted subject to compliance with rules established by the Board of Directors governing such rentals, including, without limitation, the number of occupants, length of stay and number of parking spaces utilized. Any Owner wishing to rent his or her unit for short term vacation rental must list the unit for rental with the same management company retained by the Association, or is such management company does not provide such services, with a management company approved by the Board of Directors for such purpose.

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15 OREGON AVENUE, BEND

All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or rules and regulations, the Board may require the Owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent his living unit.

**CRESCENT CREEK OWNERS ASSOCIATION**

By Cory Bittner President

**Certification**

The undersigned President of Crescent Creek Owners Association hereby certifies that the within First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements for Crescent Creek has been approved and adopted in accordance with Section 14.2 of the Declaration.

Cory Bittner President

STATE OF OREGON )  
 )ss.  
County of Deschutes )

The foregoing was acknowledged before me this 23 day of February, 2005 by Cory Bittner, President of Crescent Creek Owners Association.



Nancy E. Kowalski  
Notary Public for Oregon  
My Commission Expires: October 18, 2007