

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2014-34517

\$63.00



D-CCR Cnt=1 Stn=4 SRB
\$15.00 \$11.00 \$21.00 \$10.00 \$6.00

10/15/2014 03:47:19 PM

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

Francis Hansen & Martin LLP

1148 NW Hill Street

Bend, OR 97701

1. TITLE(S) OF THE TRANSACTION(S)

Third Amendment to Declaration of Protective Covenants, Conditions and Restrictions

ORS 205.234(1)(a)

Deschutes River Ranch, Deschutes County, Oregon

2. DIRECT PARTY(IES) / GRANTOR(S)

Deschutes River Ranch Community Association, Inc.

ORS 205.234(1)(b)

3. INDIRECT PARTY(IES) / GRANTEE(S)

ORS 205.234(1)(b)

4. TRUE and ACTUAL CONSIDERATION

Amount in dollars or other value/property ORS 205.234(1)(d)

\$ _____ Other Value Other Property

Other value/property is **Whole** or **Part** of the consideration

5. SEND TAX STATEMENTS TO: ORS 205.234(1)(e)

no change

6. SATISFACTION of ORDER or WARRANT

Check one if applicable: ORS 205.234(1)(f)

FULL PARTIAL

7. The amount of the monetary obligation imposed by the order or warrant: ORS 205.234(1)(f)

\$ _____

8. If this instrument is being Re-Recorded, complete the following statement:

ORS 205.244(2)

Re-recorded at the request of Deschutes River Ranch Community Association, Inc.

to correct name of Owner to "Deschutes River Ranch Community Association, Inc."

Book/Volume 2014 and Page 33179, or as Fee Number _____ previously recorded in

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2014-33179

After Recording Return To:

CASCADIA MGR
805 SW INDUSTRIAL
Beil, or 97702



\$58.00

10/03/2014 01:18:03 PM

D-CCR Cnt=1 Stn=25 CLERK
\$10.00 \$11.00 \$21.00 \$10.00 \$6.00

**THIRD AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
DESCHUTES RIVER RANCH
DESCHUTES COUNTY, OREGON**

The Owners of DESCHUTES RIVER RANCH do hereby adopt this amendment by mail in vote. This Amendment amends that certain Declaration of Protective Covenants, Conditions, and Restrictions for Deschutes River Ranch recorded on March 11, 2003 in Deschutes County Official Records at 2003-16201; re-recorded on December 11, 2003 at 2003-84346; re-recorded on October 27, 2004 at 2004-64463 and re-recorded on December 2, 2004 at 2004-71959 (as amended or supplemented from time to time) ("Declaration").

1) Section 7.1, Residential Use, shall be amended by addition of the following language:

(A) Time-Share Ownership Prohibited. No purchaser of a lot shall receive a right to the recurrent, exclusive use, or occupancy of the lot or property annually or on some other periodic basis, and any such attempted conveyance shall be void. However, this restriction does not prevent joint ownership of lots which do not include exclusive use periods.

The forgoing restriction is intended to prohibit 'timeshare' type usage of the property because such use is inconsistent with the development plan of the property as envisioned and as developed. In addition, the Association reserves the right to limit use and access to any ranch amenity or common area. Any owner who violates this Section 7.1 may be subject to fines, prohibited from using ranch amenities or common areas, and be subject to any other legal action or rights held by the Association.

(B) Rental of Lots. No Owner shall be permitted to lease or rent his or her lot for a period of less than one year. "Leasing or Renting" means the granting of a right of use to use or occupy a lot, for a specified term or indefinite term, in exchange for the payment of rent. All lease and rental agreements must be in writing and shall be subject to this Declaration. No Owner may lease less than the entire lot.

2) Except as hereinabove set forth, the Declaration as previously amended and supplemented shall remain in full force and effect.

