

After recording return to:
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Deschutes County Official Records	2015-039063
D-CCR	
Stn=2 PG	09/22/2015 09:54:19 AM
\$20.00 \$11.00 \$10.00 \$6.00 \$21.00	\$68.00
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Nancy Blankenship - County Clerk	

**AMENDMENT TO
THE ESTATES AT PRONGHORN
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The Estates at Pronghorn Declaration of Covenants, Conditions and Restrictions ("Declaration") was recorded on December 6, 2002, in the Official Records of Deschutes County, Oregon, as Document No. 2002-68439, by High Desert Development Company, LLC, an Oregon limited liability company, Declarant. The Declaration created the Pronghorn Community Association, Inc. ("Association"). The Association amends the Declaration as follows:

AMENDMENTS

1. A new provision is added to the Declaration as follows:

"The Association may, pursuant to a resolution adopted by the Board, delegate any of the powers of the Association under the Planned Community Act, the Declaration and/or Bylaws to a master association and the master association may exercise such power. The Association may contract with the master association to perform any obligations or duties of the Association, the cost of which shall be charged to the Association."

2. Article VII, Section 7.22 of the Declaration is deleted in its entirety and replaced with the following:

"7.22 RENTAL OF LOTS:

7.22.1 Phases 1-5, Estates at Pronghorn, Lots 1-289: Unless an Owner is prohibited from leasing or renting his or her Lot by the terms of another document, an Owner shall be entitled to rent or lease his or her Lot if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Project Documents and a failure to comply with any provision of the Project Documents shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than one (1) year; (iii) the Owner gives notice of the tenancy to the Board and has otherwise complied with the terms of the Project Documents; (iv) the Owner gives each tenant a copy of the Project Documents; and (v) the Lot is rented to not more than one (1) family at any time. Upon satisfaction of the foregoing conditions, all rights to the use and enjoyment of the Common Area shall be exercised by the tenant rather than by the Owner of the leased or rented Lot; however, the

Owner shall not be relieved of the obligations and duties imposed by this Declaration. No Owner may lease or rent an unimproved lot. Section 7.22.1 shall apply to Lots 1-289 in Phases 1-5 of the Estates at Pronghorn only and no other Lots.

7.22.2 Phase 6, Estates at Pronghorn, Lots 290-368: Unless an Owner is prohibited from leasing or renting his or her Lot by the terms of another document, an Owner shall be entitled to lease his or her Lot if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Project Documents and a failure to comply with any provision of the Project Documents shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than overnight; (iii) the Owner has complied with the terms of the Project Documents; (iv) the Owner maintains a copy of the Project Documents in the Lot and requires the tenant to comply with the same; and (v) the Lot is rented to not more than one (1) tenant at any time. If the Lot is used for overnight lodging by the general public, the Owner shall use a central reservation and check-in service operated by the Resort or by a real estate property manager, as defined in ORS 696.010. Section 7.22.2 shall apply to Lots 290-368 in Phase 6 of the Estates at Pronghorn only and no other Lots.”

3. Article VII, Subsection 7.29.1 of the Declaration is deleted in its entirety. All other portions of Section 7.29 shall remain in full force and effect.

4. A sentence is added to the end of Article VIII, Section 8.3 as follows:

“The Association shall maintain, repair and replace all the individual Lot address monuments located at the front access to each Lot.”

5. Article IX, Subsection 9.12.2 of the Declaration is deleted in its entirety and replaced with the following:

“9.12.2 Distribution Budget: The Budget shall be made available to each Member. Not less than thirty (30) days prior to the beginning of the fiscal year, the Board shall distribute either a copy or a summary of the Budget to all Owners. If a summary of the Budget is distributed, a written notice must accompany it. It shall state that the Budget is available at the Association’s office (or at another suitable location within the Project) and that copies will be provided upon request and at the expense of the Association. If a Member requests a copy of the Budget, the Board shall provide a copy to the Member by first class United States mail within ten (10) business days after the Association’s receipt of the request.”

6. Article IX, Section 9.13 of the Declaration is deleted in its entirety and replaced with the following:

“9.13 ENFORCEMENT OF ASSESSMENTS: The Board shall distribute any revisions to the statement of the Association’s policies and practices in enforcing its remedies against Owners for defaults in the payment of Regular and Special Assessments, including the recording, and foreclosing of liens against Owners’ Lots within fifteen (15) days of adoption thereof. In addition to all other remedies provided by law, the Association, or its authorized

representative, may enforce the obligations of the Owners to pay each Assessment provided for in this Declaration in any manner provided by law or by either or both of the following procedures:.”

Subsections 9.13.1, 9.13.2, 9.13.3 and 9.13.4 of the Declaration remain as is and in full force and effect.

It is hereby certified by the President and Secretary of the Association that the foregoing amendments have been approved by the required percentage of the Association members, as required by the Declaration and the Oregon Planned Community Act.

PRONGHORN COMMUNITY ASSOCIATION, INC.

By: [Signature]

Its: President

STATE OF OREGON)
County of Deschutes) ss.

8/21, 2015

Personally appeared before me the above-named Michael Kosmin, as the President of the Pronghorn Community Association, Inc. 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 C Smith
Notary Public for Oregon



PRONGHORN COMMUNITY ASSOCIATION, INC.

By: [Signature]

Its: Secretary

STATE OF OREGON)
County of Deschutes) ss.

8/21, 2015

Personally appeared before me the above-named Katie Anderson, as the Secretary of the Pronghorn Community Association, Inc. 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



CONSENT

The undersigned Declarant consents to all of the above amendments to The Estates at Pronghorn Declaration of Covenants, Conditions and Restrictions.

[Handwritten Signature]
Declarant signature

Date: 8/21/15

Michael Kosmin.
Declarant print name by its _____