

**2016 AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS OF CRYSTAL CREEK**

“**Declaration**” is the *Declaration of Protective Covenants of Crystal Creek*, recorded on June 10, 1994 as document number 94056504 in the records of Washington, Oregon.

1. Article III, Section (1) is amended in its entirety and replaced with the following language:

- (1) Use. All lots in CRYSTAL CREEK shall be for single family residential use only. Any permanent multi-family, or communal use is prohibited. No business venture shall be conducted in or about any Lot in CRYSTAL CREEK which is designated by exterior signs or creates additional vehicle traffic.

2. A new Section 15 of Article III of the Declaration is added containing the following language:

15. Leasing and Rental of Lots. The following rules apply to the renting and leasing of lots within the Planned Community.

a) **Definitions.** As used in this Section 15:

- (i) **“Renting or Leasing a Lot”** or **“To Rent or Lease a Lot”** means to grant a right to use or occupy a Lot for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value). “Renting or Leasing a Lot” or “To Rent or Lease a Lot” does not mean:

(1) Joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or

(2) An agreement between the Owner and a tenant under which the Owner and another person or persons share joint use of the Lot.

- (ii) **“Tenant”** means a person who is granted the right to use or occupy a Lot as described in Subsection 15(a)(i) above.

b) **Additional Restrictions.**

(i) An Owner may not rent or lease less than the entire Lot.

(ii) A Lot may not be rented or leased for transient or hotel purposes.

(iii) A Lot may not be rented or leased for a period of less than thirty (30)

consecutive days.

- (iv) 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 these Bylaws, 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 the Declaration, these Bylaws or the rules and regulations, the Board may require the Lot owner to terminate such lease or rental agreement.
- c) **Mortgage Exception.** Subsection 15(b) above does not apply to a first mortgagee who acquires a Lot by foreclosure or deed in lieu of foreclosure. A successor to the first mortgagee is subject to the restrictions of this Subsection 15. The right to rent or lease a Lot under this Subsection is referred to as a “**Mortgage Exception.**”
- d) **Rules and Enforcement.**
 - (i) **Adoption of Rules.** Pursuant to the Declaration and these Bylaws, as well as ORS 94.630(1)(a), the Board of Directors shall adopt by resolution rules establishing the application and approval process, a waiting list and such other rules as it deems necessary to implement this article.
 - (ii) **Enforcement.** The Board shall have the authority to enforce the provisions of this Amendment, the Declaration and Bylaws, and any rules and regulations adopted by the Board relating to the renting and leasing of Lots. Remedies include, but are not limited to, assessing fines against violating Owners.
 - (iii) **Attorney Fees.** All costs, including reasonable attorney fees, incurred in taking any enforcement action under Subsection 15(d)(ii) above shall be assessed against the Owner and collected in accordance with the Declaration and Bylaws, ORS 94.630(1)(n) and ORS 94.719.