

EXHIBIT A
CC&R AMENDMENT

When recorded, return to:

Deschutes County Official Records
Nancy Blankenship, County Clerk

2018-18838

Paul J. Taylor
Bryant, Lovlien & Jarvis, P.C.
591 SW Mill View Way
Bend, OR 97702



\$83.00

05/11/2018 08:33:59 AM

D-CCR Cnt=1 Stn=1 BN
\$35.00 \$11.00 \$21.00 \$10.00 \$6.00

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR TETHEROW**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TETHEROW (this "**Amendment**") is made by the Tetherow Owners Association, an Oregon non-profit corporation (the "**Association**") and Tetherow Heath, LLC, an Oregon limited liability company (the "**Declarant**").

- A. The Declaration of Covenants, Conditions, Restrictions and Easements for Tetherow, dated October 3, 2007, was recorded on October 3, 2007 in the Official Records of Deschutes County, Oregon as Document No. 2007-53418 (the "**Declaration**").
- B. The Declaration established Tetherow, an Oregon planned community whose affairs are managed by the Association.
- C. By resolution, and pursuant to Section 16.1 of the Declaration, the Board of Directors proposed certain amendments to the Declaration and presented the amendments to the Owners for their written consent.
- D. Owners representing 92 percent (%) of the Units filed written consents to the amendments, which exceeds the seventy-five percent (75%) minimum requirement established in Section 16.2 of the Declaration.

NOW, THEREFORE, pursuant to Article 16 of the Declaration, the Owners amend the Declaration as follows:

SECTION 1. AMENDMENTS

1.1 The following sections are added to Article 1 of the Declaration:

1.56 "**Designated Lodging Unit**" means a Unit located in the Commercial Area, comprised of one or more overnight lodging units, that is individually owned and designated by appropriate deed restrictions for overnight lodging and limited residential use consistent with Deschutes

County Code Section 19.106.060(J)(6)(b)(ii). (As used in this Declaration, an individually-owned Unit refers to a Unit that is owned by a person or entity other than the Declarant or the resort operator.)

1.57 “**Vacation Rental Unit**” or “**VRU**” means a Unit located in the Commercial Area, comprised of one or more overnight lodging units, that is not individually owned, but is used for overnight lodging use.

1.58 “**Commercial Area**” means Development Tracts Y, Z, AA, and AB, as shown on the Plat of Tetherow Phase 1, recorded September 24, 2007, as Document No. 2007-51564, Official Records of Deschutes County, Oregon.

1.2 Section 1.53 of the Declaration is restated in its entirety as follows:

1.53 “**Unit**” means a portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as an attached or detached residence. The Golf Course Property, commercial properties and lodging/conference facilities are not Units for purposes of this Declaration. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon.

1.3 A new Section 4.4 is added to the Declaration to read as follows:

4.4 Tenants. Units may be rented or leased for residential purposes if: (i) there is a written rental or lease agreement specifying that the tenant shall be subject to all provisions of the Governing Documents and a failure to comply with any provision of the Governing Documents shall constitute a default under the agreement; (ii) the period of the rental or lease is not less than thirty (30) days; (iii) the Owner gives notice of the tenancy to the Board and a copy of the lease, if requested, and has otherwise complied with the Governing Documents; (iv) the Owner gives each tenant a copy of the Governing Documents; and (v) the Unit 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 Areas and Neighborhood Common Areas shall be exercised by the tenant rather than the Owner of the leased or rented Unit; however, the Owner shall not be relieved of the obligations and duties imposed by the Declaration or any Supplemental Declaration. The Owner may be fined for any violations of the Governing Documents committed by the tenant. No Owner may lease

or rent an unimproved Unit. The provisions of this Section 4.4 do not apply to Designated Lodging Units or Vacation Rental Units.

1.4 A new Section 4.5 is added to the Declaration to read as follows

4.5 Designated Lodging Units.

(a) All Owners of Designated Lodging Units acknowledge that such Units are subject to Deschutes County Code Section 19.106.060(J)(6)(b)(ii), which requires that Designated Lodging Units must be available for rental at least 38 weeks each year through a central reservation service operated by Declarant, a Neighborhood Declarant, or by a real estate property manager as defined in ORS 696.010.

(b) Failure of a Designated Lodging Unit to meet the foregoing overnight availability requirement is a violation of Deschutes County Code and this Declaration. Such violations are subject to code enforcement proceedings by Deschutes County and applicable penalties under the Declaration.

(c) Declarant or a Neighborhood Declarant shall designate a Unit as a Designated Lodging Unit by recording an instrument approved by Deschutes County in the deed records of the Unit. After a Unit has been conveyed to an Owner other than a Neighborhood Declarant, the Unit may not be designated a Designated Lodging Unit without the Owner's permission.

(d) Any rental management contract for a Designated Lodging Unit shall require that the Designated Lodging Unit be available for rental at least 38 weeks each year through a central reservation service operated by Declarant, a Neighborhood Declarant, or by a real estate property manager as defined in ORS 696.010. Failure to include such a provision is a violation of Deschutes County Code and this Declaration. Such violations are subject to code enforcement proceedings by Deschutes County and applicable penalties under the Declaration.

(e) The overnight rental availability of a Designated Lodging Unit shall be annually reported to Declarant and the Neighborhood Declarant by the Owner of the Designated Lodging Unit. Failure to report the overnight availability of a Designated Lodging Unit is a violation of this Declaration and subject to applicable penalties.

(f) Notwithstanding any other provision of the Declaration or any Supplemental Declaration to the contrary, the provisions of this Section 4.5 shall be irrevocable in accordance with Deschutes County Code Section 19.106.060 for so long as Tetherow is subject to Deschutes County Code Section 19.106.060.

(g) Owners of Designated Lodging Units shall be obligated to maintain a Social/Athletic Membership in the Club and otherwise comply with the requirements of an Owner under Section 4.3.

1.5 A new Section 4.6 is added to the Declaration to read as follows

4.6 Vacation Rental Units. Owners of Vacation Rental Units shall be obligated to maintain a Social/Athletic Membership in the Club and otherwise comply with the requirements of an Owner under Section 4.3.

1.6 Section 17.6 of the Declaration is restated in its entirety as follows:

17.6 Notice of Sale or Transfer of Title. Any Owner selling or otherwise transferring title to his or her Unit shall give the Association written notice within seven (7) days after such transfer of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Association may reasonably require. The Owner shall also pay the Association, at the closing of the transfer, a reasonable administrative fee as may be established by the Board of Directors from time to time. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including Assessment obligations, until the date upon which such notice is received by the Board and the administrative fee is paid, notwithstanding the transfer of title.

SECTION 2. MISCELLANEOUS

2.1 Except as defined in this Amendment, capitalized terms shall have the meanings given such term in the Declaration.

2.2 Except as expressly amended herein, the Declaration, and any Supplemental Declaration adopted pursuant to the Declaration, shall remain unchanged and in full force and effect.


2.3 If any provision of this Amendment is found by a court of competent jurisdiction to be unenforceable in any respect, such unenforceability shall not impair the enforceability of the provision in any other respect, or the enforceability of the remaining provisions.

[signatures on following pages]

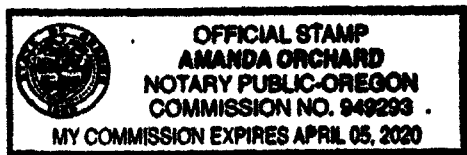
IN WITNESS WHEREOF, the undersigned President and Secretary of the Association cause this Amendment to be executed effective as of the day this Amendment is recorded in the Official Records of Deschutes County, Oregon and hereby certify that such amendments were approved in the manner required by the Declaration and ORS 94.590.

TETHEROW OWNERS ASSOCIATION

By: 
Chris Van der Velde, President

By: 
Meghan Griffiths, Secretary

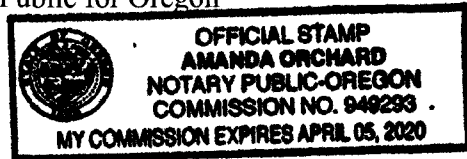
STATE OF OREGON, County of Deschutes) ss.



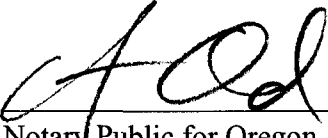
Personally appeared before me on this 26 day of FEBRUARY, 2017, the above-named Chris Van der Velde who, being duly sworn, did say that he is the President of Tetherow Owners Association and is authorized to execute said instrument on behalf of Tetherow Owners Association.


Notary Public for Oregon

STATE OF OREGON, County of Deschutes) ss.



Personally appeared before me on this 26 day of FEBRUARY, 2017, the above-named Meghan Griffiths who, being duly sworn, did say that she is the Secretary of Tetherow Owners Association and is authorized to execute said instrument on behalf of Tetherow Owners Association.


Notary Public for Oregon

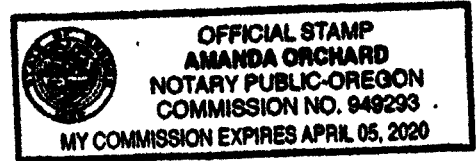
CONSENT OF DECLARANT

Tetherow Heath, LLC, an Oregon limited liability company, as Successor Declarant of Tetherow, and Class B Member of the Association, hereby consents to the above amendments.

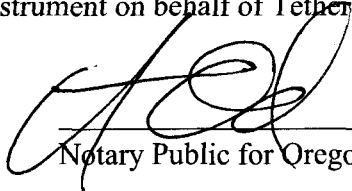
Tetherow Heath, LLC

By: 
Chris van der Velde, Manager

STATE OF OREGON, County of Deschutes) ss.



Personally appeared before me on this 2nd day of May, 2017, the above-named Chris Van der Velde who, being duly sworn, did say that he is the Manager of Tetherow Heath, LLC and is authorized to execute said instrument on behalf of Tetherow Heath, LLC.


Notary Public for Oregon