

After Recording Return to:
Vial Fotheringham LLP
17355 SW Boones Ferry Road, Suite A
Lake Oswego, OR 97035

Clackamas County Official Records Catherine McMullen, County Clerk	2023-012470 04/17/2023 09:07:01 AM
PD-COV Cnt=2 Stn=4 MELISSA \$20.00 \$5.00 \$16.00 \$10.00 \$62.00	\$113.00

Grantor: Wenzel Park Estates Homeowners Association, Inc.
Grantee: Public

**FIRST AMENDMENT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WENZEL PARK ESTATES**

This First Amendment to the Covenants, Conditions and Restrictions for Wenzel Park Estates (“Declaration”) is made this 7 day of April, 2023 by the Wenzel Park Estates Homeowners Association, Inc. (“Association”).

RECITALS

- A. Wenzel Park Estates is a Planned Community located in Clackamas County, Oregon. The Planned Community was established pursuant to the following document recorded in the Records of Clackamas County, Oregon:
1. Covenants, Conditions and Restrictions for Wenzel Park Estates, recorded June 29, 2006 as Document No. 2006-059774 (“Declaration”);
 2. Bylaws of Wenzel Park Estates Home Owners Association, Inc.;
 3. Plat of Wenzel Park Estates, recorded at Book 133, Page 001.
- B. Association is the Wenzel Park Estates Homeowners Association Inc., an Oregon non-profit corporation formed pursuant to the Declaration, Bylaws, and Articles of Incorporation, filed March 14, 2006 in the office of the Oregon Secretary of State, Corporation Division.
- C. The Association and lot owners of the Planned Community wish to amend the Declaration in the manner set forth below.

NOW, THEREFORE, in accordance with ORS 94.590(1)(a), with the consent or approval of owners of at least seventy-five percent (75%) of the lots, the Association hereby amends the Declaration in the manner set forth below.

I. The following language is added as Article 11, Section 10 of the Declaration:

10. Leasing and Rental of a Lot. The following rules apply to the renting and leasing of a Lot within the Association. As used below, "Lot" includes a home or other building or structure located on the Lot.

(a) Definitions. As used in this Section 10:

1. **"Renting or Leasing"** or **"To Rent or Lease"** means to grant a right to use or occupy a Lot for a specific or indefinite term. "Renting or Leasing" or "To Rent or Lease" does not mean:

A. Joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership;

B. An agreement between the Owner and a roommate under which the Owner and another person or persons live at the Lot simultaneously; or

C. An agreement in which the Owner allows the Owner's parent, child, or sibling to occupy a Lot, whether such agreement is based on the payment of rent.

2. **"Tenant"** means a person who is granted the right to use or occupy a Lot as described in Section 10(a)(1) above.

(b) Restrictions on Renting or Leasing.

1. An Owner may not Rent or Lease less than the entire Lot.

2. An Owner may not Rent or Lease a Lot for transient or hotel purposes.

3. An Owner may not Rent or Lease a Lot for a period of less than ninety (90) days.

4. An Owner may not advertise a Lot for rent for a period of less than ninety (90) days.

5. An Owner may not list a Lot on Airbnb or other similar short-term rental websites.

6. 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 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. The Owner shall provide the Board or its agent a copy of the executed lease or rental agreement

within ten (10) days of the date of the agreement. If the Board of Directors finds that a lessee or tenant has violated any provision of the Declaration, Bylaws or the rules and regulations, the Board may require the Owner to terminate such lease or rental agreement.

(c) Rules and Enforcement.

1. **Adoption of Rules.** The Board of Directors may adopt by resolution rules and regulations it deems necessary to implement this Section 10.

2. **Enforcement.** The Board shall have the authority to enforce the provisions of this Section 10, the Declaration and Bylaws, and any rules and regulations adopted by the Board relating to the Renting and Leasing. Remedies included, but are not limited to, assessing fines for violations, bringing an action to terminate the rental or lease agreement and requiring the Owner to remove the tenant.

3. **Attorney Fees.** All costs, including reasonable attorney fees, incurred in taking any enforcement action under this Section 10 shall be assessed against the Owner and collected in accordance with the Declaration and Bylaws.

(d) Legacy Rental Exception.

1. Lot 70 is currently operating as an Airbnb, and is exempt from the regulations in paragraphs (b)2 through (b)5, above (Legacy Exception).

2. Lot 70's Legacy Exception terminates once the current owner no longer owns the Lot. The successor in interest shall have no such exception.

(d) ORS Chapter 90 Not Applicable. Nothing in this article may be construed to impose on the Association the duties, responsibilities or liabilities of a landlord under ORS Chapter 90 or subject the Association to any requirements of ORS Chapter 90.

Wenzel Park Estates Homeowners Association, Inc.

By: Wendy R. Wilson
President

By: U. Wenzel
Secretary

CERTIFICATION

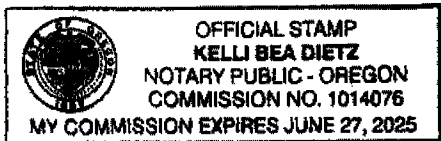
The undersigned President and Secretary of the Wenzel Park Estates Homeowners Association, Inc., an Oregon nonprofit corporation, hereby certify that this foregoing Covenants, Conditions, and Restrictions for Wenzel Park Estates was adopted in accordance with the Declaration, Bylaws and pursuant to ORS 94.590(1)(a).

By: Wendy R Wilson
President

By: Kaseva
Secretary

STATE OF OREGON)
) ss.
County of Clackamas

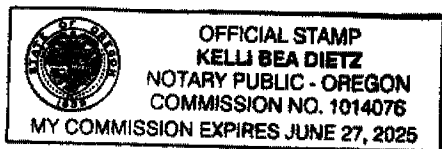
The foregoing instrument was acknowledged before me this 7th day of April, 2023 by Wendy R Wilson President of **Wenzel Park Estates Homeowners Association, Inc.**, an Oregon nonprofit corporation, on its behalf.



Kelli Dietz
Notary Public for Oregon
My Commission Expires On: 06/27/2025

STATE OF OREGON)
) ss.
County of Clackamas

The foregoing instrument was acknowledged before me this 7th day of April, 2023, by Lynia M. Kaseva, Secretary of **Wenzel Park Estates Homeowners Association, Inc.**, an Oregon nonprofit corporation, on its behalf.



Kelli Dietz
Notary Public for Oregon
My Commission Expires On: 06/27/2025