

Tillamook County, Oregon
04/04/2022 10:33:32 AM

2022-002254

DEED-ACCR

\$20.00 \$11.00 \$61.00 \$10.00 - Total = \$102.00



00224958202200022540040044

I hereby certify that the within
instrument was received for record and
recorded in the County of Tillamook,
State of Oregon.

Tassi O'Neil, Tillamook County Clerk

AFTER RECORDING RETURN TO:

Bagby Law Firm LLC
PO Box 230631
Portland OR 97281

NAME OF THE TRANSACTION:	Declaration Amendment
PARTIES:	Sahhali Shores at Neskowin Consolidated Owners Association
CONSIDERATION:	n/a
TAX STATEMENTS SHOULD BE ADDRESSED TO:	44495 Sahhali Dr. Neskowin OR 97149

**SECOND AMENDMENT TO THE
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SAHHALI SHORES AT NESKOWIN**

RECITALS

This Second Amendment to the Amended Declaration of Covenants, Conditions and Restrictions is made on the date indicated below by Sahhali Shores at Neskowin Consolidated Owners Association, an Oregon nonprofit corporation.

WHEREAS certain real property in Tillamook County was subjected to Covenants, Conditions and Restrictions of Sahhali Shores at Neskowin that were recorded August 14, 1992 in Book 344 Page 441 Tillamook County Records;

WHEREAS the Amended Declaration of Covenants, Conditions and Restrictions of Sahhali Shores at Neskowin was recorded on May 26, 1999 in Book 407 Page 762 Tillamook County Records;

WHEREAS Supplemental Declarations annexing additional property were recorded on July 16, 1999 (Book

409, Page 223), November 18, 2002 (Book 441, Page 428), May 7, 2003 (2003-420203), and August 21, 2003 (2003-424451);

WHEREAS Amendments to the Amended Declaration of Covenants Conditions and Restrictions of Sahhali Shores at Neskowin were recorded on July 14, 2006 under Recording No. 2006-006116; and

WHEREAS, the Sahhali Shores at Neskowin Consolidated Owners Association wishes to adopt a Second Amendment to the Amended Declaration of Covenants Conditions and Restrictions of Sahhali Shores at Neskowin restricting short term rentals;

NOW THEREFORE, the matter having been duly voted on and approved by the membership in the requisite numbers, the Amendment below is hereby adopted:

AMENDMENT

Section 9.2 is Amended and Restated in its entirety:

9.2 Use. All Lots shall be used primarily for residential purposes which includes vacation or recreational use by Owners and tenants renting a Lot in compliance with this section. Neither any substantial commercial nor any retail or industrial use shall be allowed on any Lot. Provided however, subject to compliance with applicable laws and any rules or regulations of the Association, an Owner may rent his or her Living Unit for durations of not less than 30 consecutive days. No short-term, transient, or hotel-type rentals shall be permitted.

Section 9.6 is Amended and Restated in its entirety:

9.6 Leases/Rentals. Each Owner shall have the right to lease or rent his or her Living Unit subject to the following conditions:

- (a) Full compliance with applicable laws, the Articles, Declaration, Bylaws and Rules and Regulations of the Association and applicable local, state and federal laws and regulations.
- (b) All such leases or rental agreements shall be in writing, shall be for a minimum rental period of 30 consecutive days, and shall be deemed to provide that their terms shall be subject in all respects to the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association and that any failure by the lessee or renter to comply with the provisions of such documents shall constitute a default under said lease or rental agreement.
- (c) The lessee's or renter's use and enjoyment of the Common Property under such lease or rental agreement shall be subject to suspension by the Board of Directors for any of the causes set forth elsewhere in this Declaration, including, without limitation, the nonpayment of assessments with respect to the Lot occupied by the lessee or renter. Any such lessee or renter shall be entitled to the use and enjoyment of the Common Property; provided, an Owner may not sever the right to the use and enjoyment of the Common Property from the right to occupy his or her Lot and the improvements thereon by means of a lease, rental agreement or otherwise.

(d) Owners are responsible for providing their tenants copies of the Articles, Bylaws and Rules and Regulations of the Association, and are responsible for curing all violations by their tenants and paying all charges or fines, including attorney fees, levied on account of their tenants' acts or omissions.

(e) Homes that were in use as short-term rentals prior to November 30, 2021 shall be allowed to continue as rentals for durations of less than 30 consecutive days ("Grandfathered Use") for the lesser of 24 months or until such time that the property is sold or ownership transferred. The Grandfathered Use ceases at time of resale or transfer of ownership. Until such time that the Grandfathered Use ends, the Owner of such property must continue to comply with applicable Sahhali Shores CC&R sections, community policies, and Tillamook County regulations governing rental properties.

All other portions of the Amended Declaration of Covenants, Conditions and Restrictions (as amended) remain in full force and effect and remain unchanged by this amendment.

CERTIFICATION

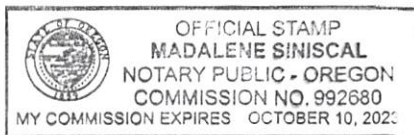
IN WITNESS WHEREOF, the undersigned Chair and Secretary of the Association hereby certify that this Second Amendment to Amended Declaration of Covenants, Conditions and Restrictions of Sahhali Shores at Neskowin was properly adopted and approved by the membership.

Sahhali Shores at Neskowin Consolidated Owners Association

By: [Signature] 3-22-2022
Its Chair Date

STATE OF OREGON)
) ss.
County of Lincoln)

Personally appeared before me the above-named DAVID McDONALD who, being duly sworn, did state that they are the Chair of Sahhali Shores at Neskowin Consolidated Owners Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be its voluntary act and deed, for the uses and purposes herein mentioned.



[Signature]
Notary Public for Oregon
My commission expires: Oct 10, 2023

Sahhali Shores at Neskowin Consolidated Owners Association

By: [Signature] 3/22/2022
Its Secretary Date

STATE OF OREGON)
County of Lincoln) ss.

Personally appeared before me the above-named MARIA VELTRE who, being duly sworn, did state that they are the Secretary of the Sahhali Shores at Neskowin Consolidated Owners Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be its voluntary act and deed, for the uses and purposes herein mentioned.

[Signature]
Notary Public for Oregon
My commission expires: Oct 10, 2022

