

Jackson County Official Records **2013-011820**
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Stn=10 ALONZOKM **04/08/2013 11:01:49 AM**
\$20.00 \$10.00 \$5.00 \$11.00 \$15.00 \$3.00 **\$64.00**

I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the Instrument identified herein was recorded in the Clerk records.
Christine Walker - County Clerk

130091-Recoll

AFTER RECORDING, RETURN TO:

Bella Vista Homes Homeowners Association
204 SE Miller Avenue
Bend OR 97702

AmeriTitle WAS REQUESTED TO RECORD THIS INSTRUMENT AS AN ACCOMMODATION. IT HAS NOT BEEN EXAMINED FOR SUFFICIENCY OR ITS EFFECT UPON THE TITLE.

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BELLA VISTA HEIGHTS SUBDIVISION PHASES 1 & 2 IN
MEDFORD, JACKSON COUNTY, OREGON**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLA VISTA HEIGHTS SUBDIVISION PHASES 1 & 2 IN MEDFORD, JACKSON COUNTY, OREGON is made this 18 day of March, 2013 by the BELLA VISTA HOMES HOMEOWNERS ASSOCIATION (the "Association").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions of Bella Vista Heights Subdivision Phases 1 & 2 in Medford, Jackson County, Oregon were recorded February 23, 2007, in the Records of Jackson County, Oregon as Document 2007-009000 (the "**Declaration**"). Association is the association of owners established pursuant to the Declaration.

B. In accordance with Section 13.1 of the Declaration, by affirmative vote or written consent of members representing at least seventy-five percent (75%) of the total voting power of each class of membership of the Association, the members wish to amend the Declaration.

AMENDMENTS

1. Article 1 Section 1.3.1 shall be replaced with the following:

1.3.1 "**Architectural Control Committee**" or "**ACC**" shall mean the committee appointed pursuant to Article 8 below.

2. Article 2 Section 2.2.3 shall be replaced with the following:

2.2.3 McAndrews Frontage Landscaping. In addition to the foregoing, Owners of Lots 10 through 39 and Lots 57, 58 and 95, which contain street frontage landscaping along McAndrews Road, shall be required to install a fence perimeter adjacent to the existing McAndrews Frontage

130091-422011
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204 SE Miller Avenue
Bend OR 97702

Recorded Electronically	
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County	JACKSON
Date	2/15/2013 Time 11:01:49 AM
Simplifile.com 800.480.5657	

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Landscaping. Fence type shall be consistent with adjacent lot fence types or a type approved by the ACC prior to installation. Maintenance of the fencing shall be the responsibility of the Lot Owner. Maintenance of the McAndrews Frontage Landscaping shall be the responsibility of the Association.

3. Article 5 Section 16 shall be replaced with the following:

5.16 Capitalization of Association. Upon the First Conveyance of title on a Lot with a completed home, Buyer shall pay \$200.00 as an initial contribution to the working capital of the Association. This amount shall be in addition to, not in lieu of, the annual Regular Assessments and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration. This Section shall not apply in any bare lot conveyance, nor in any subsequent conveyance of a Lot with a completed home.

4. Article 6 Section 1 shall be amended to include new section 6.1.1.

6.1.1 Additional Common Area improvements may be added by approval of seventy-five percent (75%) of the total voting power of each class of membership of the Association. Additional common areas that may be included in the future include a pool facility, playground and basketball facility. The Association is not required to make add these common area improvements but reserves the right to do so. All common area improvements made shall be the responsibility of the Association to maintain.

5. Article 8 Section 8.4.8 shall be replaced with the following:

8.4.8 The ACC may charge a reasonable fee to cover the costs of processing the application. The ACC shall provide full approval, conditional approval or disapproval of said plans and specifications in writing within forty-five (45) days from receipt thereof. If a request for approval has not been granted within forty-five (45) days from the date of submission of all information requested by the ACC, the proposal shall be deemed approved. All conditions of approval and variances shall be confirmed in writing. One set of said plans and specifications with the ACC's approval or disapproval endorsed thereon shall be returned to the Owner and the other copy thereof shall be retained by the ACC. Approval of plans and specifications for all construction, installations, improvements, remodeling or alterations shall be valid only for a twelve-month (12) period. Failure to commence construction within 12 months following the date of approval shall require reapplication and re-submittal of plans, specifications, and fees if applicable, to the ACC.

6. Exhibit B – Bylaws Article 3.1 shall be replaced with the following:

3.1 Initial Board of Directors. Declarant shall have the right to appoint an interim board of three directors, who shall serve as the Board of Directors of the Association until replacement by Declarant or until their successors take office at the Turnover Meeting following termination of Class B membership.

7. Exhibit B – Bylaws Article 3.2 shall be replaced with the following:


3.2 Election of Directors and Terms of Office. Notwithstanding anything herein to the contrary, the initial Board of Directors shall serve as the Board of Directors and govern all affairs of the Association until such time as all of the lots have been sold or voluntarily elects to do so sooner, and until the Turnover Meeting as provided in Article III hereof. At turnover, the Board of Directors shall consist of five (5) Members. Each Director shall be elected to a term of three years except that for the initial election the terms shall be as follows: two (2) Directors shall serve until the first annual meeting following their election; two (2) Directors shall serve until the second annual meeting following their election; one (1) Director shall serve until the third Annual meeting following her/her election. At the expiration of the term of each Director at the respective annual meetings, the lot owners shall elect a successor (which may be the Director whose term is expiring) to serve until the third annual meeting following his/her election or until a successor is elected and qualified. All elected officers must be Owners.

8. Exhibit B – Bylaws Article 3.20. The second sentence reference to Section 5.15 of the Declaration shall be replaced with Section 5.13 of the Declaration to correct scrivener's error.

9. Exhibit B – Bylaws Article 3.20 Prohibited Acts shall be changed to Article 3.21 Prohibited Acts to correct scrivener's error of duplicate enumeration for 3.20.

BELLA VISTA HOMES HOMEOWNERS ASSOCIATION

By _____


Ender Ilkay, Authorized Signatory
BVH USA Limited Partnership as Declarant

Certification

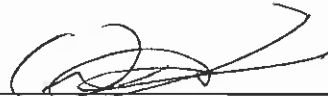
The undersigned Declarant of Bella Vista Homes Homeowners Association hereby certifies that the within First Amendment to Declaration of Protective Covenants, Conditions, Restrictions of Bella Vista Heights Subdivision Phases 1 & 2 has been approved and adopted in accordance with Section 13.1 of the Declaration.



Ender Ilkay, Authorized Signatory
BVH USA Limited Partnership as Declarant

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The foregoing was acknowledged before me this 18th day of March, 2013 by Ender Ilkay, Authorized Signatory of BVH USA Limited Partnership ~~as Declarant of Bella Vista Homes Homeowners Association.~~



Notary Public

Doc. Date: 03/18/2013 # Pages: 4 My Commission Expires: 08/23/2013

OVICK F. KAR, Notary Public, Second Circuit

Doc. Description: First Amendment

Notary Signature 03/18/2013
Date

