

RECORDING REQUESTED BY:
West Eugene Village Homeowners Association,
Inc., Board of Directors

WHEN RECORDED, MAIL TO:

West Eugene Village Homeowners Association
4736 Royal Ave, PMB 259
Eugene, OR 97402

Lane County Clerk
Lane County Deeds and Records

2012-032068



\$52.00

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\$15.00 \$10.00 \$11.00 \$16.00

NOTE: Amendment to documents recorded December 14, 2001, Lane County Oregon Reception No. 2001-084522, March 17, 2005, Lane County Oregon Reception No. 2005-018643, and May 26, 2006, Lane County Oregon Reception No. 2006-036617.

**First Amendment to
Second Amended Declaration of Covenants, Conditions And Restrictions
of
West Eugene Village, and
West Eugene Village – 1st Addition, and
West Eugene Village – 2nd Addition**

Sections 4.5, 4.6, 4.9, 6.1, and 9.4 of the Second Amended Declaration of Covenants, Conditions And Restrictions of West Eugene Village, and West Eugene Village – 1st Addition, and West Eugene Village – 2nd Addition (the "Declaration") are hereby deleted in their entirety and replaced with the following:

4.5 Notice and Quorum for Any Action Authorized Under Section 4.4. Written notice of any meeting called for the purpose of taking any action authorized under section 4.4 shall be sent to all members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called per statute.

4.6 Reserves. At the time of initial conveyance of each Lot, and with each subsequent change in ownership, each owner shall pay to the Association, in addition to such other assessments and charges as shall then be due and payable, a reserve in the amount of two-twelfths (2/12) of the then established annual assessment. The reserve, or such part thereof as required, may be held and applied by the Association as full or partial payment toward such Owner's delinquent assessments and charges. Such application of an Owner's

reserve account shall not relieve the Owner or release the land of any obligation for the delinquent assessments or charges.

4.9 Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent if the assessment is not paid within ninety (90) days after the due date. The assessment shall bear late fees and interest from the date of delinquency at the rate of 10% per annum. The Association may bring any action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The secretary of said association shall file in the office of the recorder of Lane County, State of Oregon, a statement of the amount of any such charges or assessments together with interest as aforesaid which have become delinquent, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interest, costs and expenses and a reasonable attorney's fee for filling and enforcement thereof, shall constitute a lien on the whole residence location with respect to which it is a fixed and on any improvements thereon, from the date of the notice of delinquency thereof is filed, until the same has been paid or released as herein provided. The owner at the time such assessment is incurred, shall also remain liable for any delinquency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

6.1 The Architectural Control Committee, consisting of three or more persons, shall be appointed by the Board of Directors. . The Committee may enforce existing rules and regulations by majority vote, which shall apply to construction and use of the properties, including the Common Areas. The Committee may also propose modifications to existing and new rules to the Board for consideration.

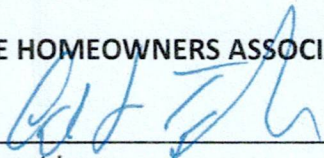
9.4 A maximum of three (3) dogs and/or cats can be kept and maintained on any one property at one time, provided they do not create objectionable odor or noise. Dogs are not permitted to run loose and must be leashed at all times when on the Common Area or not inside fenced areas. No animals, livestock or poultry of any kind shall be kept on any part of said property to be raised or bred for any commercial purpose.

THE FOREGOING FIRST AMENDMENT TO SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS HAS BEEN APPROVED BY THE MEMBERS OF THE WEST EUGENE HOMEOWNERS ASSOCIATION PER SECTION 11.4 OF THE DECLARATION.

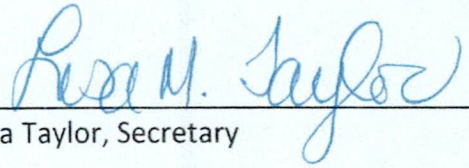
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IN WITNESS WHEREOF, the undersigned, duly authorized as President and Secretary of West Eugene Village Homeowners Association, Inc., do hereby certify that the foregoing First Amendment to Second Amended Declaration of Covenants, Conditions and Restrictions was duly adopted in accordance with the Declaration and Oregon Revised Statutes, Section 94.590, by the requisite number of Members at the Annual Meeting of Members held on October 25, 2011.

WEST EUGENE HOMEOWNERS ASSOCIATION, INC.



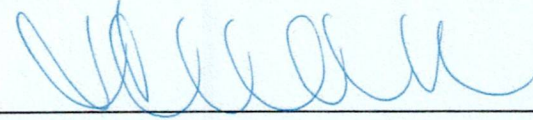
Calla Taylor, President



Lisa Taylor, Secretary

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me this 27 day of June, 2012, by Calla Taylor, President of West Eugene Homeowners Association, Inc., and Lisa Taylor, Secretary of West Eugene Homeowners Association, Inc.



Notary Public for Oregon
My commission expires: 6-12-16

