



After Recording Return To:
 Radler White Parks & Alexander LLP
 Attn: Rebecca Biermann Tom
 111 SW Columbia Street, Suite 1100
 Portland, OR 97201

Deschutes County Official Records		2016-010103
D-CCR		03/17/2016 12:26:12 PM
Stn=4 BN		
\$15.00 \$11.00 \$10.00 \$6.00 \$21.00		\$63.00
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Nancy Blankenship - County Clerk		

**FIRST AMENDMENT TO BYLAWS OF
 BASE CAMP HOMEOWNERS' ASSOCIATION**

THIS FIRST AMENDMENT TO BYLAWS OF BASE CAMP HOMEOWNERS' ASSOCIATION (this "Amendment") is executed on MARCH 9, 2016 by Base Camp Homeowners' Association, an Oregon nonprofit corporation (the "Association").

RECITALS

A. Base Camp Properties, LLC, an Oregon limited liability company ("Declarant") executed the Declaration of Covenants, Conditions and Restrictions for Base Camp (the "Declaration") and those certain Bylaws of Base Camp Homeowners' Association (the "Bylaws"), which were recorded in the official records of Deschutes County, Oregon on August 6, 2015 as Document No. 2015-032324.

B. Declarant owns all Lots. The Association and Declarant desire to amend the Bylaws to modify the commencement date for certain assessments.

AGREEMENT

NOW, THEREFORE, the Bylaws are amended as follows:

1. **Commencement of Assessments.** The first sentence of Section 12.9 of the Bylaws is hereby deleted in its entirety and replaced with the following:

The annual assessment, including the reserve assessments provided for in Sections 5.5 and 6 of the Declaration or other reserve funds as specified in the Declaration, shall be paid by the Owner or Owners of each Lot subject to assessment in advance in monthly, quarterly or annual installments as determined by the Board. The annual assessments shall commence as to each Lot at the time provided for in the Declaration.

2. **Reallocation Upon Annexation or Withdrawal.** Section 12.2 of the Bylaws is hereby deleted and replaced with the following:

12.12 Reallocation Upon Annexation or Withdrawal

When additional property is annexed into Base Camp, the Association shall, within sixty (60) days after the annexation, recompute the budget based upon the additional Lots, Common Areas and Common Maintenance Areas and recompute all applicable Assessments for each Lot. Newly annexed Lots shall be subject to assessments in the same manner as existing Lots. The Association shall send notice of any applicable assessment to the Owners of newly annexed Lots not later than sixty (60) days after the annexation. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than thirty (30) days after the date the notice is mailed or at such other time or times as the Association may specify in the notice in accordance with the Declaration or these Bylaws. If additional property is annexed into Base Camp during the Association's fiscal year, the Association shall send notice of and shall collect adjustments to assessments for Lots which were within Base Camp prior to the annexation. Notice of the adjustment in the assessments shall be sent to such Owners not later than sixty (60) days after the annexation. To the extent that any adjustment results in a credit with respect to assessments payable by an Owner, such credit shall be applied toward the next occurring payment or payments of the applicable assessment. Notwithstanding the foregoing, if Declarant annexes the additional property into Base Camp, then the assessments shall commence as to each such annexed Lot at the time provided for in the Declaration.

3. **Definitions.** Any capitalized term used in this Amendment and not defined shall the meaning given to such term in the Declaration.

4. **Approval.** By execution of this Amendment on behalf of the Association, the President and Secretary of the Association hereby certify that this Amendment has been adopted and approved in accordance with Article XXI of the Bylaws and the applicable provisions of ORS 94.625 and may be executed and recorded as set forth in ORS 94.625.

5. **Effect of Amendment.** To the extent any provision of the Bylaws conflicts with or is in any way inconsistent with this Amendment, the Bylaws shall be deemed to conform to the terms and provisions of this Amendment. Except as specifically set forth herein, the Bylaws are unmodified and remains in full force and effect.

*(Remainder of Page Intentionally Left Blank;
Signature Page Follows)*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

ASSOCIATION:

BASE CAMP HOMEOWNERS' ASSOCIATION, an Oregon nonprofit corporation

By: [Signature]
THOMAS B. CODY, President

By: [Signature]
Anyeley Halloran, Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on March 9, 2016, by Thomas B. Cody and Anyeley Halloran as the President and Secretary, respectively, of Base Camp Homeowners' Association, an Oregon nonprofit corporation, on behalf of the nonprofit corporation.

[Signature]
Notary Public for Oregon
My Commission Expires: October 29, 2019

