

12-5-11

*5/19/14
Email from Debra O.F.
"This is the only recorded
document for Bella's CCRs."*

*"First Amendment to CCRs"
(12-5-11)*

*(all same except removal
of 55+)*

When Recorded Return to:

Olympia Federal Savings and Loan Association
P. O. Box 1338
Olympia, WA 98507-1338

Document Title:

First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village

Reference Number of Related Documents:

- CCR's* Auditor's File No.: 4020560 (Declaration of Covenants, Conditions, Restrictions and Reservations for Bella Housa Village) *2008* *merle's CCRs*
- Auditor's File No.: 4020562 (Plat of Bella Housa Village)
- Auditor's File No.: 4203795 (Nonrecourse Deed In Lieu Of Foreclosure)
- Auditor's File No.: 4203796 (Nonrecourse Deed In Lieu Of Foreclosure)
- Auditor's File No.: 4240942 (Assignment of Rights and Duties by Declarant)

Declarant:

Olympia Federal Savings and Loan Association, a Washington corporation that is a federally chartered savings and loan association

Notice To: The Public and The Plat of Bella Housa Village

Legal Description:

Lots 1 through 52, inclusive, and Tracts A, B, C, D and E of Bella Housa Village, as recorded June 30, 2008 under Auditor's File No. 4020562, in Thurston County, Washington.

Assessor's Tax Parcel Identification Numbers:

33860000100 through 33860005200 and 33860000001 through 33860000005.
(A full list of the Assessor's tax parcel numbers is attached to this amendment as Exhibit A.)

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR THE PLAT OF BELLA HOUSA VILLAGE

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR THE PLAT OF BELLA HOUSA VILLAGE is made and executed by Olympia Federal Savings and Loan Association, a Washington corporation that is a federally chartered savings and loan association, as Successor Declarant, hereinafter referred to as "OFSLA", WITNESSETH:

RECITALS

WHEREAS, on June 30, 2008, the Plat of Bella Housa Village was recorded in the office of the Auditor for Thurston County, Washington, under Auditor's File No. 4020562 and the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village was recorded in the office of the Auditor for Thurston County, Washington, under Auditor's File No. 4020560.

WHEREAS, at the time the Plat of Bella Housa Village and the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village were recorded, Bella Housa Village, L.L.C., a Washington limited liability company, was the owner of the Plat of Bella Housa Village and the Declarant of and in the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village.

WHEREAS, the Plat of Bella Housa Village includes the following described real property:

Lots 1 through 52, inclusive, and Tracts A, B, C, D and E of Bella Housa Village, as recorded June 30, 2008 under Auditor's File No. 4020562, in Thurston County, Washington.

Thurston County Assessor's Tax Parcel Identification Numbers:

33860000100 through 33860005200 and 33860000001 through 33860000005.

(A full list of the Assessor's tax parcel numbers is attached to this amendment as Exhibit A.)

WHEREAS, by virtue of Nonrecourse Deeds In Lieu Of Foreclosure recorded in the office of the Auditor for Thurston County, Washington, on March 24, 2011 under Auditor's File Nos. 4203795 and 4203796, OFSLA, became and is now the owner of Tracts A, B, C, D and E and Lots 1 through 13, inclusive, Lot 15, and Lots 17 through 52, inclusive, of the Plat of Bella Housa Village. Lots 14 and 16 of the Plat of Bella Housa Village were retained by Bella Housa Village, L.L.C., a Washington limited liability company, and were not included in the Nonrecourse Deeds In Lieu Of Foreclosure.

WHEREAS, by virtue of an Assignment of Rights and Duties by Declarant dated December 5, 2011 and recorded on December 6, 2011 in the office of the Auditor for Thurston County, Washington, under Auditor's File No. 4240942, Bella Housa Village, L.L.C., a Washington limited liability company, assigned to OFSLA all its rights and duties as Declarant of and in the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village.

WHEREAS, the *Transition Date*, as defined in Article 1, Section 1.1, of the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village, has not occurred. The votes of the Class A members of the Bella Housa Village Homeowners Association does not equal the number of votes for the Class B member and the seventh anniversary of the date of recording the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village has not yet passed.

WHEREAS, it is now the desire of OFSLA, as Successor Declarant of and in the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village, to amend the same by removing therefrom any restriction or restrictions regarding ownership of and occupancy in the Plat of Bella Housa Village based on the age of the owner or occupant.

FIRST AMENDMENT TO DECLARATION

The Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village, Thurston County under Auditor's File No. 4020562, are recorded in the office of the Auditor for Thurston County under Auditor's File No. 4020560. In accordance with the terms of Article 13, Section 13.1, of the Declaration of Covenants, Conditions, Restrictions and Reservations, the undersigned, as Successor Declarant, hereby modifies and amends the Declaration of Covenants, Conditions, Restrictions and Reservations as follows:

1. The following language contained in **Article 1. DEFINITIONS, Section 1.1**

Definitions, to-wit:

"Permitted health care resident" means a person hired to provide live-in, long term, or hospice health care to a Qualifying Resident.

"Qualified Permanent Resident" means any of the following persons occupying a Home: (1) a Qualifying Resident; (2) a person 19 years of age or older occupying a Home with a Qualifying Resident; or (3) a person 19 years of age or older who occupied a Home with a Qualifying Resident prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident. For purposes of this definition, "occupying" and "occupied" shall mean staying overnight in a particular Home for at least 60 days within a one year period.

"Qualifying Resident" means a person 55 years of age or older occupying a Home. For purposes of this definition, "occupying" shall mean staying overnight in a particular Home for at least 60 days within a one year period.

is hereby deleted and omitted from the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village and shall hereafter have no further force and effect.

2. The language contained in **Article 6. USE AND MAINTENANCE OBLIGATIONS OF OWNER, Section 6.5 Age Restrictions Applicable to Occupancy for Residents**, including all subsections 6.5.1 through 6.5.9, inclusive, found therein, is hereby deleted and omitted from the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village and shall hereafter have no further force and effect.


3. The remaining articles, sections (including sections 6.1 through 6.4, inclusive, and sections 6.6 through 6.24, inclusive, in Article 6) and subsections of the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village are hereby ratified and affirmed and shall continue to have full force and effect unless specifically amended or superseded by this First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village.

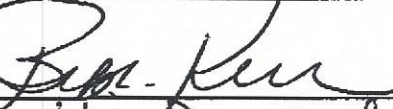
The Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village and this First Amendment thereto shall be deemed to run with the land and shall be binding upon any person acquiring or owning any interest in the Plat of Bella Housa Village or any of the improvements therein, their grantees, successors, heirs, executors, administrators, devisees and assigns.

IN WITNESS WHEREOF the undersigned has executed and approved this First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village this 5 day of December, 2011.

Olympia Federal Savings and Loan Association, a Washington corporation that is a federally chartered savings and loan association

(Lots 1 through 13, inclusive, Lot 15, and Lots 17 through 52, inclusive, and Tracts A, B, C, D and E)

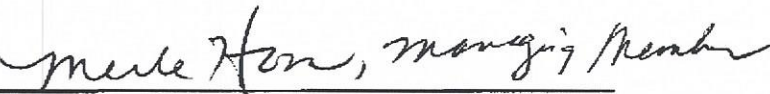
By 
Its SVP

By 
Its Vice President.

IN WITNESS WHEREOF the undersigned has approved the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservations for the Plat of Bella Housa Village this 5 day of December, 2011.

Bella Housa Village, L.L.C., a Washington limited liability company

(Lots 14 and 16)

By 
Merle Horn, Its Manager / Member

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 5 day of December, 2011, before me personally appeared Richard J. Pitts and Bobbi Kerr, to me known to be the SUP and VP of **Olympia Federal Savings and Loan Association**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



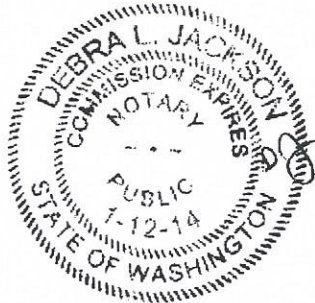
Debra L. Jackson

NOTARY PUBLIC in and for the State of Washington, residing at Olympia.
My Commission Expires: 01/12/14

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 5 day of December, 2011, before me personally appeared Merle Hom, to me known to be the Manager / Member of **Bella Housa Village, L.L.C.**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Debra L. Jackson

NOTARY PUBLIC in and for the State of Washington, residing at Olympia.
My Commission Expires: 01/12/14

Exhibit A

Lot #	Parcel #	Lot #/Tract	Parcel #
Lot 1:	3386-00-00100	Lot 30:	3386-00-03000
Lot 2:	3386-00-00200	Lot 31:	3386-00-03100
Lot 3:	3386-00-00300	Lot 32:	3386-00-03200
Lot 4:	3386-00-00400	Lot 33:	3386-00-03300
Lot 5:	3386-00-00500	Lot 34:	3386-00-03400
Lot 6:	3386-00-00600	Lot 35:	3386-00-03500
Lot 7:	3386-00-00700	Lot 36:	3386-00-03600
Lot 8:	3386-00-00800	Lot 37:	3386-00-03700
Lot 9:	3386-00-00900	Lot 38:	3386-00-03800
Lot 10:	3386-00-01000	Lot 39:	3386-00-03900
Lot 11:	3386-00-01100	Lot 40:	3386-00-04000
Lot 12:	3386-00-01200	Lot 41:	3386-00-04100
Lot 13:	3386-00-01300	Lot 42:	3386-00-04200
Lot 14:	3386-00-01400	Lot 43:	3386-00-04300
Lot 15:	3386-00-01500	Lot 44:	3386-00-04400
Lot 16:	3386-00-01600	Lot 45:	3386-00-04500
Lot 17:	3386-00-01700	Lot 46:	3386-00-04600
Lot 18:	3386-00-01800	Lot 47:	3386-00-04700
Lot 19:	3386-00-01900	Lot 48:	3386-00-04800
Lot 20:	3386-00-02000	Lot 49:	3386-00-04900
Lot 21:	3386-00-02100	Lot 50:	3386-00-05000
Lot 22:	3386-00-02200	Lot 51:	3386-00-05100
Lot 23:	3386-00-02300	Lot 52:	3386-00-05200
Lot 24:	3386-00-02400	Tract A:	3386-00-00001
Lot 25:	3386-00-02500	Tract B:	3386-00-00002
Lot 26:	3386-00-02600	Tract C:	3386-00-00003
Lot 27:	3386-00-02700	Tract D:	3386-00-00004
Lot 28:	3386-00-02800	Tract E:	3386-00-00005
Lot 29:	3386-00-02900		