

AFTER RECORDING RETURN TO:  
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**AMENDMENT TO THE RESTATED DECLARATION OF  
CONDITIONS AND RESTRICTIONS FOR  
SUMMERFIELD CIVIC ASSOCIATION**

**RECITALS**

Summerfield Civic Association is an Oregon nonprofit corporation ("Association"), established on June 13, 1973. The Restated Declaration of Covenants, Conditions, and Restrictions for Summerfield Civic Association (the "Restated Declaration") was recorded on August 22, 1991; in the deed records for Washington County, Oregon as Document No. 91046471.

The members of Summerfield Civic Association wish to amend the Restated Declaration to provide for a New Buyer Fee Assessment.

**AMENDMENT**

Section 2.3 is hereby deleted in its entirety and replaced with the following:

**2.3 Assessments Liens, and Collections.**

**2.3.1 Assessments.** The Summerfield Civic Association is vested with power and authority to, and shall, assess and collect from time to time from its Proprietary Members annual, special and new buyer fee assessments or charges; such assessments shall be fixed, assessed and collected as hereinafter provided. Each such assessment together with a late fee and interest on unpaid balances of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and in event also of appeal), incurred in the collection thereof, shall become a charge against the respective residential unit and a continuing lien on the residential unit against which the assessment is made, which lien may be enforced or foreclosed as provided in this Declaration. Each owner of a residential unit, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Summerfield Civic Association each such annual, special or new buyer fee assessment and each such assessment shall be the personal obligation of the owner of such residential unit as of the date of the assessment is declared due as well as a lien against the residential unit. No owner may avoid liability for the assessments provided for herein by non-use of the community facilities by himself or any occupant of the residential unit against which the assessment is levied.

**2.3.2 Due Date and Late Payment Date.** Annual assessments for residents, other than those living in apartments rented from owners of multiple units, are due on January 2nd each year, with a late fee of Six Dollars (\$6.00) and interest at the rate of twelve percent (12%) per annum, to be assessed for payment not received on or before February 15th each year. Owners of multiple rental units shall pay one-twelfth (1/12th) the annual assessment each month on the number of residents in their units as of the first of that month, as enumerated on the list supplied with the monthly payment. Payment is due on or before the 15th of each month. A late fee of Fifty Cents (\$0.50) per resident, and one percent (1%) interest per month will be assessed for payment received after the twenty-fifth (25th) of the month.

All special assessments will have a due date, and the last date a payment can be made without late payment and interest being assessed. Special assessments will include a dollar amount for late penalty fee, which will be assessed along with interest at the rate of twelve percent (12%) per annum for any payment received after the late payment date.

The new buyer fee assessment shall be due upon any "Transfer" of a residential unit, apartment complex, or Summerfield Clubhouse Estates: Except as provided in Section 2.3.6(a), "Transfer" includes: (1) the recordation of a deed, contract of sale, or any other instrument which transfers the possession and equitable ownership, (2) any change in ownership or control of the owner, or (3) any transfer or assignment by operation of law. New buyer fee assessments shall be subject to a late payment penalty equal to five percent (5%) of the new buyer fee assessment, which shall be assessed along with interest at the rate of twelve percent (12%) per annum for any new buyer fee assessment not paid when due.

**2.3.3 Purpose of Assessments.** The assessments levied by the Civic Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and protection of the residents in Summerfield and in particular for the improvement and maintenance of Summerfield and the common buildings, service facilities, planted parkways, recreational facilities, and common areas in Summerfield.

**2.3.4 Basis of Annual Assessments.** The amount of the annual assessment shall be determined annually by the directors when the annual budget is established. The amount of the following year's assessment will be posted in the clubhouse not later than the day following the Board of Directors' December meeting. The annual assessment will be for each resident residing in a residential unit, with proration on a calendar year basis respecting any resident whose residence commences or terminates other than as of January. The annual assessment may be increased or decreased effective January 1 of each calendar year by action of the Board, without vote of the membership.

**2.3.5 Special Assessments.** In addition to the annual assessments authorized above, the Board may levy a special assessment for the purpose of defraying in whole or, in part the cost of any unforeseen major expenditure. Before any special assessment may be levied, a special meeting of the general membership must be called, at which meeting the purpose of the assessment, the estimated cost, and the amount of the assessment must be discussed. A membership vote is not

necessary for approval of a special assessment, but a hand vote shall be called for as advisory to the Board.

**2.3.6 New Buyer Fee Assessment.** In addition to the annual and special assessments authorized herein, there shall be a new buyer fee assessment imposed upon the Transfer (as defined in Section 2.3.2) of any residential unit, apartment complex and the Summerfield Clubhouse Estates subject to this Declaration. The new buyer fee assessment shall equal One Thousand and No/100 dollars (\$1,000.00) per residential unit, and, for the Summerfield Apartments and Summerfield Clubhouse Estates, shall be One Thousand and No/100 Dollars (\$1,000.00) per project. The new buyer fee assessment is the personal obligation of the purchaser, new title holder, or transferee, of the residential unit, or, in the case of the Summerfield Apartments or Summerfield Clubhouse Estates, the project.

(a) **Exemptions.** Upon written application for exemption, the Board of Directors shall grant an exemption from the new buyer fee assessment with respect to:

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1. any transfer made without consideration, for estate planning purposes
2. any transfer made solely for gift purposes;
3. any transfer to beneficiaries of an estate, or testamentary trust;
4. any transfer pursuant to a foreclosure of a security interest or deed in lieu of foreclosure; or
5. any transfer where the purchaser acquires a residential unit in Summerfield within nine (9) months of disposing of another residential unit in Summerfield.

(b) **Use of New Buyer Fee Assessments.** The new buyer fee assessments collected pursuant to this section shall be used by the Association for constructing and maintaining capital items and for major repairs, remodeling, renovation, additions to or replacement of common facilities, and not to fund regular Association operations. The new buyer fee assessment shall not be interpreted as an advance payment of any membership fee including any annual or special assessment payable pursuant to this Declaration.

The new buyer fee assessment shall be effective for transfers occurring after July 1, 2005, except that transfers occurring after July 1, 2005, that are made pursuant to a binding sale agreement fully executed before July 1, 2005, shall not be subject to such new buyer fee assessment.

**2.3.7 Uniform Rate of Assessment.** Unless otherwise provided by action of the Board, the annual assessment shall be fixed at a uniform rate per occupant of all residential units and may be collected on an annual basis, or such other basis as the Board shall determine; special assessments shall be fixed at a uniform rate per residential unit (regardless of the number of occupants) and may be collected on such basis as the Board shall determine.

**2.3.8 Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering the residential unit upon which it is levied. Sale or transfer of any lot or residential unit shall not affect the assessment lien. However, the sale or transfer of any lot or residential unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall

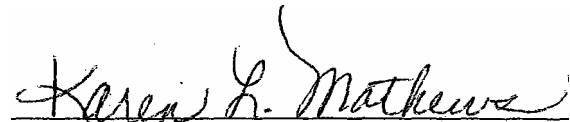
extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall, relieve such lot or residential unit from liability for any assessments thereafter becoming due or from the lien thereof.

**2.3.9 Option to Remedy Violations.** The Civic Association, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violation of the provisions of this Declaration or of the rules and regulations adopted by the Board of Directors, to plant or re-plant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, plants or lawns; and to clean, paint, repair, replace and generally maintain the exterior of a residential unit and improvements thereon and to keep said Jot or parcel and any residential building and improvement thereon in neat and good order to conform with the general attractive character of the area.

A bona fide purchaser for value or mortgagee, without actual or constructive notice of an existing violation or breach of the conditions, restrictions, rules or regulations shall not be bound thereby; provided, the Civic Association, through its Board of Directors, may execute, acknowledge and record a Notice of Claim of Breach, setting forth the facts thereof, the alleged violation or breach, description of the unit against which the breach is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Washington County, shall be public notice of such breach, and constructive notice to any subsequent purchaser or mortgagee. When the violation or breach has been remedied, the Civic Association shall record an instrument to correct any recorded Notice of Claim of Breach accordingly; provided, that if the Civic Association incurred costs or expenses in remedying the violation, the Civic Association may still claim a lien against the residential unit as well as 'a personal obligation against the owner thereof as provided in Section 4.2.

**IT IS HEREBY** certified that the foregoing amendment has been approved and adopted by the Association's members by the vote necessary to amend the Restated Declaration.

SUMMERFIELD CIVIC ASSOCIATION

  
Secretary

By: Dar E. Woodman  
Chairman

By: Karen L. Mathews  
Secretary

Submitted to, and recorded: document# (2005-64820) 00780686200500648200050054

STATE OF OREGON )  
 )ss.  
County of Washington )