

**AMENDMENT TO THE RESTATED DECLARATION OF
CONDITIONS AND RESTRICTIONS FOR
SUMMERFIELD CIVIC ASSOCIATION
(recorded 06/25/1998 as document 98068494.1)**

RECITALS

Summerfield Civic Association is an Oregon nonprofit corporation ("Association"), established on June 13, 1973, to hold, administer, operate, improve and beautify parks, walkways, recreational facilities and other property established for the common use of any owners or occupants of residential homes in the Washington County, Oregon development known as "Summerfield" Further, the Association has the power and authority to make rules and regulations limiting, defining, and regulating the uses of the common property and all other property in Summerfield

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.

In order to maintain the value of the homes, financing options and stability, the following Declaration amendment has been adopted to restrict the leasing and renting of homes.

AMENDMENT

The Restated Declaration is hereby amended by the addition of the following section:
1.12 Renting/Subleasing Residential Units. For purposes of this Section all residential lots, single family dwellings, apartments, town houses, and condominium units shall be referred to herein as "residential units."

1.12.1 Rental Restriction. Except as otherwise provided herein, and subject to the requirements for occupancy set forth in Section 1.9, a residential unit must be permanently occupied only by an owner or the immediate family of the unit owner.

Except as otherwise specifically provided in this Section, no residential unit (or portion thereof) may be rented or leased.

1.12.2 Existing Tenancies Exempt. The restriction on rent/leasing residential units shall not apply to or restrict any owner who, as of date of the adoption of this Section, is customarily leasing or renting his residential unit and may continue to rent until the residential unit(s) are sold, conveyed or transferred. Residential units purchased or procured after this date must be occupied by the owner and may not be rented or leased except as elsewhere provided herein. Tenants of rental units must meet all requirements for occupancy and are subject to all Association documents including but not limited to the Restated Declaration, By-Laws and all rules and regulations promulgated thereunder.

1.12.3 Exempt Residential Units Held for Sale. Owners of residential units being held for sale shall be permitted to lease on a month-to-month basis if, and only if, the residential unit is being held for sale: This Section shall apply to an owner's successors and assigns, including persons who acquire the home through inheritance or gift.

If a residential unit is conveyed or transferred to any heir or devisee under the age of 55 years it may be leased to a third party who meets the occupancy requirements of Section 1.9 until the new owner reaches fifty-five years of age.

1.12.4 Exceptions/Request for Exemption. Any owner shall have the right to request in writing that the Board of Directors exempt such owner from any one or more of the limitations of this Section due to special circumstances not generally applicable to owners in the Association. The Board may grant or deny such requests in its sole and unfettered discretion.

1.12.5 Mortgagee (Creditor) Exempt. If the title to a residential unit is conveyed to an owner's creditor due to foreclosure, or by deed or assignment in lieu of foreclosure, the mortgagee/creditor shall be entitled to rent

the residential unit as if such mortgagee/creditor were an heir or devisee of the owner for a period not to exceed one year following the creditor's acquisition of title. Any successor to such mortgagee shall be subject to the restrictions set forth in this Section 1.12.

1.12.6 Other Exemptions. The owner(s) of the Summerfield Apartments and the Summerfield Clubhouse Estates shall be exempt from the limitations in this Section of the Restated Declaration.

1.12.7 Temporary Custodian for an Owner. The owner of a residential unit may appoint a Temporary Custodian for a period not to exceed seven (7) months in any twelve (12) consecutive calendar months.

A) Temporary Custodian means any person(s) who occupies the residential unit during the owner's absence. All applicable provisions of the Association documents shall apply to person(s) so appointed.

B) At least thirty (30) days prior to the occupancy by a Temporary Custodian, the owner shall notify the Board in writing that the owner intends to be absent from his or her residential unit and that a Temporary Custodian will occupy the residential unit during such an absence: The notice shall also state the anticipated length of absence and the name(s) and age(s) of person or persons who will serve as the Temporary Custodian.

C) During the owner's absence the owner shall be responsible for all dues, fees, fines, charges and assessments as required by regular membership.

D) The owner shall retain ultimate responsibility for the Temporary Custodian's compliance with all provisions of the Restated Declaration, Articles of Incorporation, By-Laws, of the Association and all rules and regulations promulgated thereunder, including, but not limited to matters relating to upkeep, repair, maintenance, additions or changes to a residential unit.

Any person occupying a residential unit for more than thirty (30) days including a Temporary Custodian shall be considered an Associate Member, must meet the requirements in Sections 1.9 and 2.2 for occupancy and membership and shall be subject to the Association documents.

1.12.8 Enforcement. Violation of this Section 12 will result in an assessed administrative fee charged to Violation owner as determined by Board resolution. The purpose of the fee is to reimburse the Association for time, costs and expenses of management time incurred to obtain information and providing the owner with copies of Association documents. Provided, however, charging the owner an administrative fee and/or providing the owner with Association documents, shall not bar or limit the Association's remedies arising from such owner's violations of the provisions of the Restated Declaration, By-Laws and rules and regulations, including, without limitation, filing suit to remove a tenant when the tenancy violates the rental restriction in this Section.

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.

DATED: 6-25-1998

SUMMERFIELD CIVIC ASSOCIATION

y: John T. Merrifield
Chairman

y: Karen L. Mathews

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6/25/1998

BY: Secretary STATE OF OREGON) L

°) ss. County of Washington

Personally appeared before me the above-named John T. Merrifield

and Karen L. Mathews, who, being duly sworn, did say that they are chairman and Secretary of Summer Civic Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

Barbara K. O'Brien
Notary Public for Oregon