

AFTER RECORDING RETURN TO:  
 Summerfield Civic Association  
 10650 SW Summerfield Drive  
 Tigard, OR 97224

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I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of  
 Assessment and Taxation, Ex-Officio

**AMENDED AND RESTATED  
 DECLARATION OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 SUMMERFIELD CIVIC ASSOCIATION**

Revised October 14, 2016

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AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SUMMERFIELD CIVIC ASSOCIATION

Revised October 14, 2016

**RECITALS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summerfield Civic Association (hereafter "Declaration") amends, restates and supersedes the original Declaration of Conditions and Restrictions of Tualatin-Franklin recorded on June 12, 1973, in Book 929, pages 766-778, Records of Washington County, the Restated Declaration of Conditions and Restrictions of Tualatin-Franklin recorded on November 30, 1973, in Book 954, pages 758-773, Records of Washington County, the Amendment to Restated Declaration of Conditions and Restrictions of Tualatin-Franklin recorded on December 15, 1980 as Instrument No. 80045612, Records of Washington County, the Amendment to Restated Declaration of Conditions and Restrictions of Tualatin-Franklin recorded on March 10, 1989 as Instrument No. 8910475, Records of Washington County, the Annexation of Real Property to Summerfield and Amendment to Restated Declaration of Conditions and Restrictions of Tualatin-Franklin recorded on September 18, 1990 as Instrument No. 9050631, Records of Washington County, the Restated Declaration of Conditions and Restrictions for Summerfield Civic Association recorded on August 22, 1991 as Instrument No. 91046471, Records of Washington County, the Amendment to the Restated Declaration of Conditions and Restrictions for Summerfield Civic Association recorded on June 25, 1998 as Instrument No. 98068494, Records of Washington County, the Proposed Amendment to the Restated Declaration of Conditions and Restrictions for Summerfield Civic Association recorded on June 9, 2005 as Instrument No. 2005-064820, Records of Washington County, the Third Amendment to the Restated Declaration of Conditions and Restrictions for Summerfield Civic Association recorded on September 4, 2015 as Instrument No. 2015-075489, Records of Washington County, and any other previously recorded declarations and/or amendments.

Pertaining to and affecting Summerfield, a sub-division, the plat of which is recorded in Washington County, Oregon, by Tualatin-Franklin, a joint venture comprised of Tualatin Development Co., Inc., and Franklin Service Corporation, as the declarant, and all other contiguous plats which have been recorded by Declarant, or its successor in interest, or which have been or in the future may be annexed by Summerfield Civic Association and to which this Declaration of Covenants, Conditions and Restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat, and/or the annexation instrument.

## **INTRODUCTION**

The Summerfield Civic Association is a nonprofit corporation established by Articles of Incorporation filed with the State of Oregon, June 13, 1973, to hold, administer, operate, improve and beautify, without profit to itself, such parks, walkways, recreational facilities, and other property as have been or may be established for the common use of any owners or occupants of residential units in the development in Washington County, Oregon, known as 'Summerfield', and to make rules and regulations limiting, defining, and regulating the uses of said common property and all other property in Summerfield.

This Declaration has and hereby does establish the following general plan, including, but not limited to, the covenants, conditions and restrictions herein defined, for the improvement, protection, and benefit of property in Summerfield.

The following covenants, conditions and restrictions shall apply to each and all residential lots, single family dwellings, apartments, townhouses, condominium units, and residential units of every kind and to any other buildings of any nature or purpose in Summerfield, all of which are herein referred to as "units" or "residential units." Each and all of the units shall be held, used, occupied, leased, sold, or conveyed subject to these covenants, conditions and restrictions and, each and all of which shall run with the land and shall inure to the benefit of, be imposed upon and pass to the successor in interest of each and all said units as a servitude in favor of an enforceable by the owner or owners of any other of such units.

## **1.0 COVENANTS, CONDITIONS, AND RESTRICTIONS**

### **1.1 Land Use**

The general plan for location of units, recreational, and other buildings for public or common use, commercial areas, golf course, and recreation areas, offices, and easements shall be as specified in the several Summerfield recorded plats. Only single family dwellings with attached garages, townhouse type residential units, condominiums and related units, multi-family apartment buildings, and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing as provided in Section 1.10.

### **1.2 Alterations, Additions, Temporary Structures, Etc.**

No exterior repainting, roof replacement, exterior alteration or addition, whether joined to or detached from any unit or other building, shall be made to any residential unit without prior written approval as provided in Section 1.10. All such alterations and additions, when approved, shall be constructed in compliance with all laws and regulations, including setback requirements of the City of Tigard. No structures of temporary character shall be erected or maintained on any lot other than during the period required for building construction or emergency, nor shall any such structure or basement, garage, or trailer be

used at any time for living quarters. No truck or pick-up truck larger than 3/4 ton, camper, trailer, motor home, or boat shall be parked on any lot or street for more than 48 hours, and for any purpose other than loading or unloading.

### **1.3 Fences, Hedges, Walls, Etc.**

No residential unit may have fences, hedges, or walls that exceed 72 inches in height or that extend beyond the front corners of the dwelling.

On residential units abutting the golf course, no fences, hedges, walls, or any other structure or improvement (including golf ball screens and storage or accessory buildings) may be placed in the area between the rear line of the dwelling and the golf course without prior written approval pursuant to Section 1.10.

Plantings used reasonably for screening private areas are permitted if approved pursuant to Section 1.10. No plantings or structures obstructing vision at street intersections or driveways shall be permitted.

All fences, hedges, and walls shall be in compliance with all laws and regulations, including setback requirements of the City of Tigard.

Variations or exceptions with respect to any restrictions in this section may be allowed if first approved in writing pursuant to Section 1.10.

### **1.4 Animals**

Other than a maximum of two (2) household pets, no animals or fowl shall be kept or allowed to be kept in any residential unit. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs shall be controlled as provided by ordinance of Washington County Animal Control. Cats and other pets shall be confined to the dwelling or rear portion of the lot and not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other residents.

### **1.5 Signs**

No sign shall be erected or displayed upon any unit or building without prior written permission as provided in Section 1.10. Signs, not exceeding 24" x 36", may be displayed advertising a garage, yard, patio, estate, or like sale after receiving written approval from the Civic Association. Permission shall not be required for one sign no larger than 6" x 24" displaying the name and/or address of the occupant; or for one temporary sign no larger than 18" x 24" advertising the property for sale or rent; or for temporary community decorations, but such signs must be removed upon the sale, rental of the unit or conclusion of the community project. Political signs are prohibited.

## **1.6 Use of Property**

No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained as provided in Section 1.10.

No oil or gas well, mine or quarry, or equipment therefore, and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. Installation of flag poles, radio poles, exterior-mounted television antennae, exterior machinery for cooling and/or heating, and structures detached from the dwelling unit are prohibited unless prior written approval is obtained as provided in Section 1.10. In addition to such approval, installations within the setback areas must comply with the setback requirements of the City of Tigard. Drying lines, woodpiles and other apparatus shall be screened from view. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance or aesthetic burden to the occupants of the neighborhood or others.

## **1.7 Landscaping and Maintenance**

Landscaping of yards shall be completed within a reasonable time after building completion and shall be maintained to conform to the general pattern of others in the community. All yards and growth thereon shall be maintained, cultivated, and kept free from insects and diseases.

## **1.8 Slope and Drainage Easements**

The owner and occupant of a residential unit will permit access by the owner or occupant of an adjoining or adjacent unit to slopes or drainage ways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent unit. Each owner will not block, hinder or interfere with the established drainage pattern over the owner's land from adjoining or adjacent land.

## **1.9 Occupancy of Residential Units**

No residential unit in Summerfield shall be occupied by any person who is not a qualified occupant. To be a qualified occupant, the person must be at least fifty-five (55) years of age or the spouse, or the surviving spouse, of an occupant at least fifty-five (55) years of age and must have been approved for membership in the Summerfield Civic Association, as a Proprietary Member or Associate Member, pursuant to an application submitted to the Board of Directors or its authorized representative in accordance with this Declaration, and with the Civic Association Bylaws and Rules and Regulations concerning qualified occupancy; provided, that this restriction shall not prohibit temporary and social visitation of the occupants of a residential unit by persons not so qualified to be occupants; provided, further, that this provision shall not prohibit a son or daughter, more than eighteen (18) years of age, of a qualified occupant, from residing with

that occupant; provided, further, that variances from the restrictions on occupancy defined herein may be granted on such terms and conditions as the granting authority may deem appropriate, as provided in Section 1.10.

### **1.10 Grant of Waivers or Consents**

Jurisdiction and authority to grant or extend exceptions, variances, waivers or consents contemplated by the foregoing Sections 1.1 through 1.9 inclusive shall be exclusively in the Summerfield Civic Association, acting through its Board of Directors; provided, however, with respect to any unit in any townhouse or condominium project which is also governed by its own association, board of directors, bylaws, or declarations, the Board of Directors of the Civic Association shall not grant or extend exceptions, variances, waivers, or consents contemplated by the foregoing sections, except Section 1.9, without the concurrence of the board of directors of the townhouse or condominium association. Notwithstanding the foregoing, the board of directors of the townhouse or condominium associations shall not take any action that is inconsistent with or contrary to any provisions of this Declaration or rules and regulations adopted pursuant hereto without the prior approval of the Board of Directors of the Civic Association.

The Board may provide and maintain a written set of procedures to be used in evaluating the requests for exceptions, variances, or waivers.

### **1.11 Rules and Regulations**

The Board of Directors may from time to time adopt, revise, or repeal rules and regulations necessary to implement the provisions of this Declaration; provided, that the rules and regulations shall not contradict provisions of this Declaration. Every reasonable effort shall be made to notify members of such rules and regulations. They shall be effective when published and shall be binding on all owners and occupants on residential units.

### **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, prior to June 25, 1998, was 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 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 the 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.

### **2.0 SUMMERFIELD CIVIC ASSOCIATION**

#### **2.1 Administration**

The Summerfield Civic Association has been duly formed and incorporated as an Oregon non-profit corporation. The property and affairs of the Civic Association shall be managed and controlled by a Board of Directors whose responsibilities, rights, election, and membership are described in the Declaration and/or in the Civic Association By-Laws.

## **2.2 Membership**

Until changed by amendment of this Declaration, membership in the Civic Association is to be defined as follows:

### **2.2.1 Proprietary Members**

Each owner of a residential unit in Summerfield shall be a Proprietary Member of the Civic Association subject to this Declaration and the Civic Association Bylaws; provided that the purchaser(s) of a residential unit under a duly recorded contract shall be deemed the "owner" of such residential unit for these purposes.

The rights and privileges of a Proprietary Membership shall terminate when the holder of any such Proprietary Membership shall cease to qualify as an owner.

### **2.2.2 Associate Members**

Each lessee, renter, or other occupant of a residential unit in Summerfield not eligible for Proprietary Membership, but who satisfies the conditions of this Declaration, and of the By-Laws, applicable to residency and qualified membership in Summerfield, shall be an Associate Member, whose status shall continue in effect during such period as the Associate Member shall be an authorized non-proprietary occupant of a residential unit in Summerfield. At any time an Associate Member shall cease to be a resident of the Summerfield, or shall become a Proprietary Member, his rights and privileges as an Associate Member shall thereupon terminate.

## **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 and special 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 or special assessment and each such

assessment shall be the personal obligation of the owner of such residential unit as of the date 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 Twenty-Five Dollars (\$25.00) and interest at the rate of twelve per cent (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 (1/12<sup>th</sup>) 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 15<sup>th</sup> 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 (25<sup>th</sup>) 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 per cent (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 the 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 may 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 Two Thousand and No/100 dollars (\$2,000.00) per residential unit, and, for the Summerfield Apartments and Summerfield Clubhouse Estates, shall be Two Thousand and No/100 Dollars (\$2,000.00) 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:

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.

### **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 residential unit shall not affect the assessment lien. However, the sale or transfer of any 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 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 lot 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.

### **3.0 COMMON FACILITIES**

Various community facilities have been or may be constructed and maintained within Summerfield for the use, service or benefit, in common, of the residents of Summerfield. The Summerfield Civic Association, through its Board of Directors, shall govern the use of, and control the policies concerned with these common facilities. (Common facilities shall not include facilities that are wholly within a condominium or townhouse project.)

### **4.0 GENERAL PROVISIONS**

#### **4.1 Terms**

All of the covenants, conditions, restrictions, and other provisions contained in this Declaration shall apply to the units and any other property in Summerfield, and shall be binding upon owners, occupants and all other persons claiming any interest in any unit or any other property in Summerfield. The provisions in this Declaration shall run with the land.

#### **4.2 Enforcement**

All Proprietary and Associate Members of Summerfield shall comply with the provisions of this Declaration and with the rules and regulations adopted by the Board of Directors of the Civic Association. Should any covenant, restriction, rule, or regulation then in effect be violated, or should an attempt be made to violate any such covenant, restriction, rule, or regulation, the Board of Directors of the Summerfield Civic Association, or any person owning a unit in Summerfield, may prosecute any proceedings in law or in equity to obtain damages or restrain or abate such violation against the responsible person or persons.

All costs and expenses (including attorney fees whether or not suit or action is filed, and if filed, at trial and on any appeal) incurred by Summerfield Civic Association in enforcing any provision of the Declaration or of the rules or regulations adopted by the Board of Directors shall be a charge against the residential unit involved or which the responsible person owns or occupies and shall constitute a lien on the residential unit as well as a personal obligation of the owner thereof. The Civic Association may bring action to obtain and collect a money judgment against the person (s) personally obligated to pay without waiving or foreclosing the lien.

#### **4.3 Notice of Claim of Lien/Foreclosure of Lien**

If the Civic Association claims a lien against any residential unit pursuant to any section to this Declaration, the Board of Directors may, at any time before the lien is satisfied, record a Notice of Claim of Lien in Washington County. The Notice of Claim of Lien shall be executed and acknowledged by an officer of the Civic Association and shall set forth the monetary amount claimed, the description of the residential unit against which the lien is claimed, and the owner or reputed owner thereof.

If a Notice of Claim of Lien is recorded for unpaid assessments pursuant to Section 2.3.1, then so long as the original or any subsequent unpaid assessment (including interest and late charges thereon) remains unpaid such Notice of Claim of Lien shall automatically accumulate the subsequent unpaid assessments and interest and late charges thereon without the necessity of filing further notices.

The Summerfield Civic Association may foreclose its liens in the manner provided in ORS Chapter 88. The suit to foreclose must be commenced within ten (10) years after the obligation arose for which the Notice of Claim of Lien was recorded. For the purpose of determining the date the obligation arose in those cases where subsequent unpaid assessments have accumulated after the recording of the Notice of Claim of Lien, the obligation for each unpaid assessment shall be deemed to have arisen at such time as it became due. The Civic Association shall be entitled to its reasonable attorney fees as set by the court at trial and on any appeal of the foreclosure suit.

#### **4.4 Severability**

Invalidation by judgment or decree of any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended, shall in no way affect any of the remaining provisions which shall remain in full force and effect.

#### **4.5 Binding Effect**

The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by Summerfield Civic Association, the owner or owners of any unit in Summerfield, and their respective representatives, successors, or assigns.

#### **4.6 Non-Waiver**

Failure or delay to enforce any covenant, condition, restriction, rule, or regulation shall not be deemed a waiver of the right to do so.

### **5.0 PROVISIONS FOR CHANGE IN THIS DECLARATION**

The covenants, conditions, restrictions, and other provisions contained in this Declaration may be amended, modified, or rescinded in any or all particulars with the approval of the Proprietary Members who collectively own not less than sixty percent (60%) of all residential units in Summerfield. Such approval may be obtained either by a written instrument signed by the Proprietary Members, or by written ballot of the Proprietary Members. If two or more Proprietary Members own a residential unit by any form of co-tenancy, any one Proprietary Member may execute the written instrument or cast the ballot for that residential unit on behalf of all the Proprietary Members who own such unit, in the absence of written protest of the other Proprietary Members owning such unit.

If any amendment, modification, or rescission is approved as provided above, the President and Secretary of Summerfield Civic Association shall execute and record in Washington County an instrument setting forth the matter so approved and certifying that it was approved by not less than sixty percent (60%) of the Proprietary Members and that the execution and recordation of the instrument was authorized by the Board of Directors of Summerfield Civic Association. The amendment, modification, or rescission shall be effective upon recording and shall be binding on owners, occupants, and all other persons claiming any interest in any unit or other property in Summerfield.

\*\*\*\*\*

The undersigned President and Secretary of Summerfield Civic Association certify that this Declaration has been approved by the affirmative vote of the required percentage of the Proprietary Members; that the approval of Tualatin-Franklin, as Declarant, is no longer required; and that the undersigned officers have been authorized by the Board of Directors to execute and record this Declaration on behalf of Summerfield Civic Association.

**SUMMERFIELD CIVIC ASSOCIATION**

By: Ken Miller  
Title: President

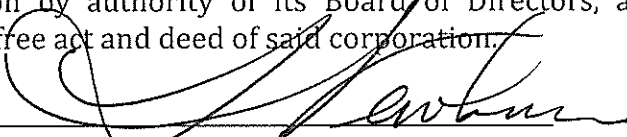
By: Cari Lindsey  
Title: Secretary

STATE OF OREGON            )  
  ) ss.  
County of WASHINGTON)

On this 28 day of NOVEMBER 2016, personally appeared before me KEN MILLER and CARI LINDSEY who being duly sworn did say that they are the President and Secretary, respectively, of SUMMERFIELD

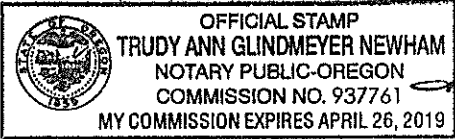


CIVIC ASSOCIATION, an Oregon non-profit corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged that said instrument is the free act and deed of said corporation.



Notary Public for Oregon

My commission expires: *April 26, 2019*



AFTER RECORDING RETURN TO:  
P. Stephen Russell III  
Landye Bennett Blumstein LLP  
1300 SW Fifth Avenue, Suite 3600  
Portland, OR 97201

Washington County, Oregon	<b>2018-024889</b>
<b>D-R/BAM</b>	
Stn=16 M LOPEZ	<b>04/11/2018 08:32:20 AM</b>
\$20.00 \$5.00 \$11.00 \$5.00 \$20.00	<b>\$61.00</b>
I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.	
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio	

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SUMMERFIELD CIVIC ASSOCIATION**

AFTER RECORDING RETURN TO:  
P. Stephen Russell III  
Landye Bennett Blumstein LLP  
1300 SW Fifth Avenue, Suite 3600  
Portland, OR 97201

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SUMMERFIELD CIVIC ASSOCIATION**

**RECITALS**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summerfield Civic Association was recorded in the Washington County, Oregon records on December 2, 2016 as Instrument No. 2016-100021 (the "Declaration").

Pursuant to a vote of the Proprietary Members of the Association, the Declaration is hereby amended as provided below.

**AMENDMENTS**

Section 1.5 of the Declaration is hereby amended to read in its entirety as follows:

**"1.5 Signs.**

Except as provided in this Section 1.5, no signs shall be erected or displayed without written permission as provided in Section 1.10. Signs not exceeding 24 inches by 36 inches may be displayed after approval advertising a garage, yard, patio, estate or similar sale, but such signs must be removed upon conclusion of the sale. Written permission is not required for the following signs:

1.5.1 One sign no larger than six inches by 24 inches displaying the name and/or address of the occupant;

1.5.2 Two temporary signs, neither larger than 18 inches by 24 inches, plus the agent name hanging attachment, advertising the residential unit for sale or rent, placed entirely within the lot advertised for sale or rent, which must be removed upon the sale or rental;

1.5.3 Temporary signs advertising community events not regularly scheduled, placed no earlier than 10 days prior to the event, to be removed at the conclusion of the event;

1.5.4 One political sign no larger than 18 inches by 24 inches placed in the yard or unit window no earlier than one month before election day, to be removed not later than one day after election day."

Section 1.9 of the Declaration is hereby amended to read in its entirety as follows:

**"1.9 Occupancy of Residential Units.** No residential unit in Summerfield shall be occupied by any person who is not a qualified occupant. To be a qualified occupant, the person must be at least fifty-five (55) years of age or the spouse or domestic partner, or the surviving spouse or domestic partner, of an occupant at least fifty-five (55) years of age and must have been approved for membership in the Summerfield Civic Association, as a Proprietary Member or Associate Member, pursuant to an application submitted to the Board of Directors or its authorized representative in accordance with this Declaration, and with the Civic Association Bylaws and Rules and Regulations concerning qualified occupancy; provided, that this restriction shall not prohibit temporary and social visitation of the occupants of a residential unit by persons not so qualified to be occupants; provided, further, that this provision shall not prohibit a son or daughter, more than eighteen (18) years of age, of a qualified occupant, from residing with that occupant; provided, further, that variances from the restrictions on occupancy defined herein may be granted on such terms and conditions as the granting authority may deem appropriate, as provided in Section 1.10."

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

By: Robin Nash  
President

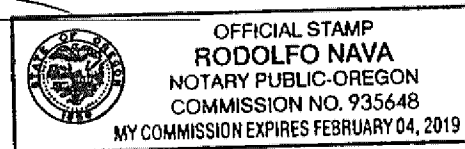
By: Cari Lindsay  
Secretary

STATE OF OREGON            )  
  ) ss.  
County of Washington

April 5<sup>th</sup>, 2018

Personally appeared before me the above-named Robin S Nash and who, being duly sworn, did say that she is the **President** of **Summerfield Civic Association**, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

[Signature]  
Notary Public for Oregon



STATE OF OREGON            )  
  ) ss.  
County of Washington )

April 5th, 2018

Personally appeared before me the above-named Cari Lindsey and who, being duly sworn, did say that sc is the **Secretary of Summerfield Civic Association**, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and acknowledged said instrument to be its voluntary act and deed.

  
\_\_\_\_\_  
Notary Public for Oregon

