

SELLER'S PROPERTY DISCLOSURE STATEMENT (Page
(NOT A WARRANTY)

We believe these are the correct conditions and restrictions. However, no examination of the title has been made and Fidelity National Title Company assumes no liability for any additions, deletions or corrections.

**NOTICE
REGARDING
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.

Oregon Version 20150707

AMART SUMMER LAKE

ORIGINAL PLAT

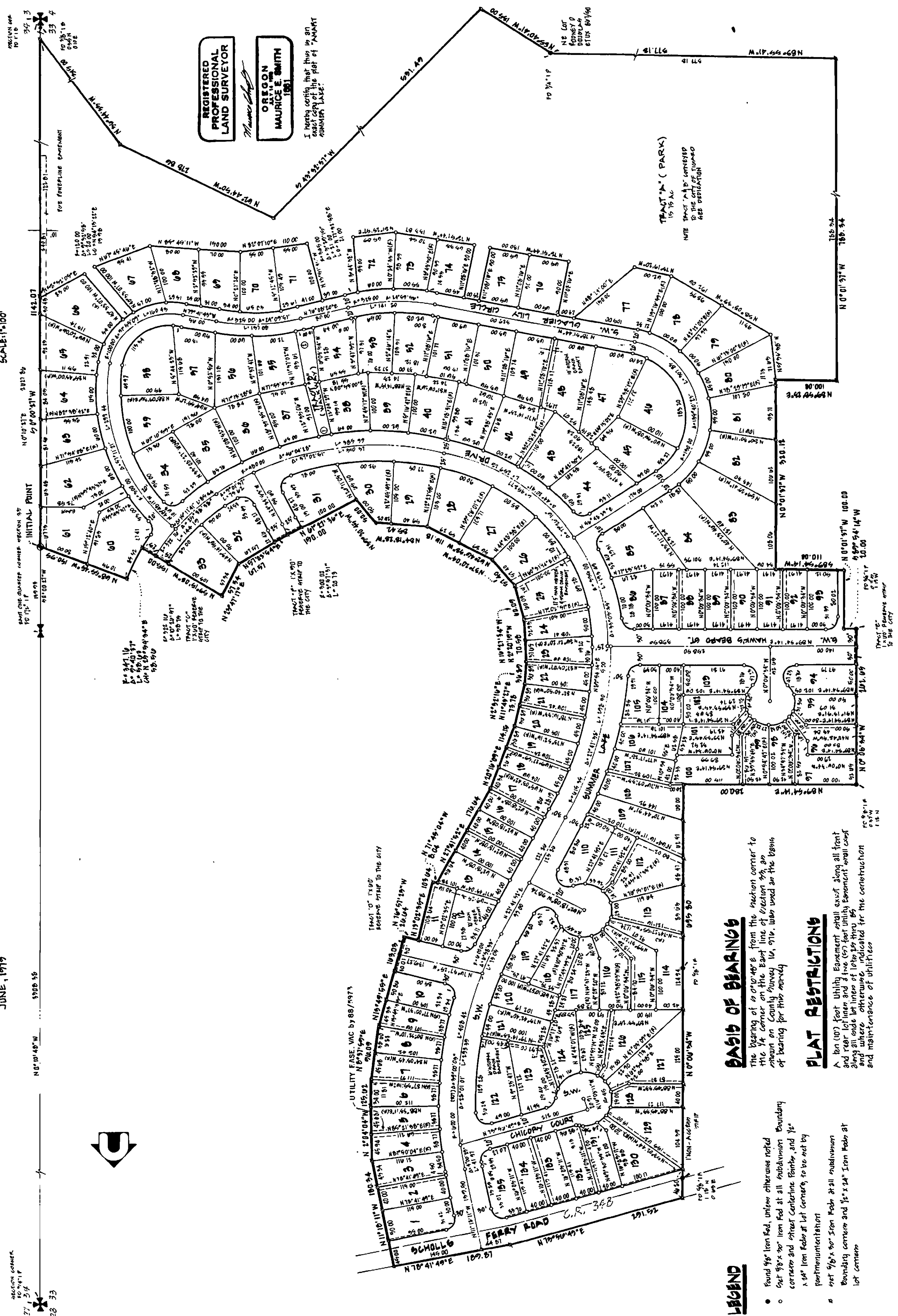
A SUBDIVISION OF A PORTION OF THE EAST HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, W.M. A PORTION OF LOT 18 OF THE "VALLEY TRACT" OF DAVID EVANS AND ASSOCIATES, INC.

Deen ASSOCIATES, INC.

CITY OF TIGARD, WASHINGTON COUNTY, OREGON

JUNE, 1979

SCALE: 1"=100'



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON

MAURICE E. SMITH

1981

I hereby certify that this is an accurate and correct plat of AMART SUMMER LAKE.

BASIS OF BEARINGS

The bearing of 2°10'48"E from the section corner to the 1/4 corner on the East line of Section 33, as shown on County Survey 10, 976, was used as the basis of bearing for this survey.

PLAT RESTRICTIONS

A ten (10) foot Utility Easement shall exist along all front and rear lot lines and a five (5) foot Utility Easement shall exist along all side lot lines of lots 19 through 89 and where otherwise indicated for the construction and maintenance of utilities.

- LEGEND**
- Found 9/8" Iron Rod, unless otherwise noted
 - 6x4" x 9x9" Iron Rod at all Subdivision Boundary corners and street Centerline Points, and 1/2" x 1/2" x 1/2" Iron Rods at lot corners, to be set by partitionment
 - 1/2" x 1/2" x 9x9" Iron Rods at all Subdivision Boundary corners and 1/2" x 1/2" x 1/2" Iron Rods at lot corners

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Washington County, Oregon 2002-061097

05/29/2002 09:13:05 AM

D-R/BAM Cnt=2 Stn=22 RECORDS1

\$75.00 \$5.00 \$6.00 \$11.00 - Total=\$97.00



00106297200200610970150151

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

Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



RETURN TO:

WAYNE MCCROSKEY
11045 SW SUMMER LAKE DR
TIGARD, OR 97223



2002-61097

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
AMART SUMMER LAKE

The following is an amendment to the Declaration of Covenants and Restrictions of Amart Summer Lake, which were originally adopted on December 10, 1979 and (# 79-50791) subsequently amended November 9, 1988 (Washington County document #88-50400) and April 5, 1990 (Washington County document #90-16791):

Article VI, Section 2, second paragraph shall be amended as follows:

Except as provided in Article III, all improvements constructed or remodeled on any of the Properties, including but not limited to improvements sharing a party wall, shall be of an architectural design that is in harmony with and not a detriment to the surrounding improvements and topography within Amart Summer Lake. All buildings shall be double wall construction, all exterior siding shall be of cedar, all exterior paints or stains shall be earth tones only, all fences shall be constructed of wood, and all driveways shall be aggregate concrete. Roofs shall be covered with one of the following roofing materials both originally and at the time of replacement:

1. Cedar shakes
2. Tile Roofing Material
3. Architectural fiberglass asphalt shingles meeting or exceeding all of the following criteria:
 - a. Shingle construction shall be three-ply or greater.
 - b. Minimum manufactures warranty of 40 years.
 - c. Minimum weight per square (100 sqft) of 400 US pounds.
 - d. Class A fire and wind rating from Underwriters Laboratories.

Approved colors for roofing materials are limited to those, which imitate the natural occurring color of Cedar shakes.

Dated this ___ day of _____, 2001 and adopted by written consent of the following owners and members of the AMART SUMMER LAKE HOMEOWNERS ASSOCIATION:

<u>Lot No.</u>	<u>Signature</u>	<u>Address</u>
----------------	------------------	----------------

162	<i>Hue Bin</i>	10623 SW 127TH CT
163		10624 SW 127TH CT
161		10635 SW 127TH CT
164		10636 SW 127TH CT
160	No	10647 SW 127TH CT
165	<i>Francis L Peters</i>	10648 SW 127TH CT
159	<i>[Signature]</i>	10659 SW 127TH CT
166	<i>[Signature]</i>	10662 SW 127TH CT

reat
con side

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Lot No.

Signature



2002-61097

Address

Front

Rear

158	Andrea Keenan	10673 SW 127TH CT
167	Truf & Lucy	10674 SW 127TH CT
168	No	10682 SW 127TH CT
157		10687 SW 127TH CT
169	Jurely Bennett	10690 SW 127TH CT
170	Erck Watson	10704 SW 127TH CT
156	Nicolas A. Naval	10705 SW 127TH CT
171	R. J. ...	10716 SW 127TH CT
155	Joseph ...	10717 SW 127TH CT
172	Joseph ...	10724 SW 127TH CT
154	Marie Bishop	10729 SW 127TH CT
173	James ...	10732 SW 127TH CT
174	Stephen J. Duda	10740 SW 127TH CT
153	AA	10741 SW 127TH CT
122	Georgia Rosen	12800 SW CHICORY CT
135	Yolanda ...	12805 SW CHICORY CT
134	Yvonne ...	12815 SW CHICORY CT
123	Michael L. McClain	12820 SW CHICORY CT
133	No	12825 SW CHICORY CT
132	Jadler	12835 SW CHICORY CT
124	Peter	12840 SW CHICORY CT
131	Norma Jean ...	12845 SW CHICORY CT
125	Helga Henkel	12850 SW CHICORY
130		12855 SW CHICORY CT
126	No	12860 SW CHICORY CT
129	Margaret Frazer	12865 SW CHICORY CT
127	W. ...	12870 SW CHICORY CT
128	Cathy ...	12875 SW CHICORY CT
60	Sha ...	12510 SW GLACIER LILY
61	...	12520 SW GLACIER LILY
62	Paul ...	12530 SW GLACIER LILY
63		12540 SW GLACIER LILY
59	NO	12545 SW GLACIER LILY
64	Deane ...	12550 SW GLACIER LILY
65	Lellie D. Cooper	12560 SW GLACIER LILY

Lot No.

Signature



2002-61097

Address

66	[Signature]	12570 SW GLACIER LILY
58	[Signature]	12575 SW GLACIER LILY
67	[Signature]	12580 SW GLACIER LILY
68	[Signature]	12590 SW GLACIER LILY
57	[Signature]	12595 SW GLACIER LILY
69	[Signature]	12600 SW GLACIER LILY
56	[Signature]	12605 SW GLACIER LILY
70	[Signature]	12630 SW GLACIER LILY
55	[Signature]	12635 SW GLACIER LILY
71	[Signature]	12660 SW GLACIER LILY
54	[Signature]	12665 SW GLACIER LILY
72	[Signature]	12700 SW GLACIER LILY
53	[Signature]	12705 SW GLACIER LILY
73	[Signature]	12730 SW GLACIER LILY
74	[Signature]	Lot adjoining 12730 Glacier Lily Cr
52	[Signature]	12735 SW GLACIER LILY
51	[Signature]	12765 SW GLACIER LILY
75	[Signature]	12790 SW GLACIER LILY
50	[Signature]	12795 SW GLACIER LILY
76	[Signature]	12820 SW GLACIER LILY
49	[Signature]	12825 SW GLACIER LILY
48	[Signature]	12855 SW GLACIER LILY
79	[Signature]	12880 SW GLACIER LILY
47	[Signature]	12885 SW GLACIER LILY
78	[Signature]	12910 SW GLACIER LILY
89	[Signature]	12920 SW GLACIER LILY
80	[Signature]	12930 SW GLACIER LILY
46	[Signature]	12935 SW GLACIER LILY No
81	[Signature]	12940 SW GLACIER LILY
82	[Signature]	12950 SW GLACIER LILY
83	[Signature]	12960 SW GLACIER LILY
45	[Signature]	12965 SW GLACIER LILY
84	[Signature]	12970 SW GLACIER LILY
44	[Signature]	12805 SW HAWKS BEARD ST
87	[Signature]	12840 SW HAWKS BEARD ST

Lot No.

Signature



2002-61097

Address

104	Linda Emerick	12855 SW HAWKS BEARD ST
88		* 12880 SW HAWKS BEARD ST
89		12900 SW HAWKS BEARD ST
103	Philip R. Park	12905 SW HAWKS BEARD ST
102	Marlene Spers	12915 SW HAWKS BEARD ST
90	Zim Wolf	12920 SW HAWKS BEARD ST
102	Mary Hansen	12925 SW HAWKS BEARD ST
101		* 12935 SW HAWKS BEARD CT
91	William Swan	12940 SW HAWKS BEARD ST
99		12945 SW HAWKS BEARD CT
98	J. J. McElroy	12955 SW HAWKS BEARD CT
92	Faren Koppel	12960 SW HAWKS BEARD ST
97	Loren M. Jaffe	* 12965 SW HAWKS BEARD CT
96		* 12975 SW HAWKS BEARD CT
93	Nazthy Hall Strator	12980 SW HAWKS BEARD ST
95	Dolly Johnson	12985 SW HAWKS BEARD ST
94	Leon H. Dal	12995 SW HAWKS BEARD ST
147	NO - NOT IN FAVOR	12609 SW SNOW BRUSH CT
136	Dennis A. Kruger	12612 SW SNOW BRUSH CT
146	Andree Wersman	12617 SW SNOW BRUSH CT
137	Aline Copley	12624 SW SNOW BRUSH CT
145	Paul But	12625 SW SNOW BRUSH CT
144	Lyone J. Hay	12633 SW SNOW BRUSH CT
138	John D. Codd	12636 SW SNOW BRUSH CT
143	Robert W. Coats	12641 SW SNOW BRUSH CT
139	Heather Allen	12648 SW SNOW BRUSH CT
142	Suzi Dyfuss	12653 SW SNOW BRUSH CT
140	Daniel J. Sloan	12660 SW SNOW BRUSH CT
141	Jen Mattila	12665 SW SNOW BRUSH CT
215	Lynne E. Hsu	12609 SW SORREL DOCK CT
216	Leri Emerick	12621 SW SORREL DOCK CT
231	Philip Quintana	12632 SW SORREL DOCK CT
217	Robert Larson	12643 SW SORREL DOCK CT
230	John S. Sney	12654 SW SORREL DOCK CT
218	Orin Ound	12665 SW SORREL DOCK CT

Lot No.


Signature



2002-61097

Address

229	Gail Wayne	12676 SW SORREL DOCK CT
219	George F. B... ..	12687 SW SORREL DOCK CT
228	Carol G. H... ..	12698 SW SORREL DOCK CT
220	J. P... ..	12701 SW SORREL DOCK CT
227	James Mendel	12712 SW SORREL DOCK CT
221	James Mendel	12723 SW SORREL DOCK CT
226	Paul H. Shipe	12734 SW SORREL DOCK CT
222	John... ..	12745 SW SORREL DOCK CT
225	Jeffrey... ..	12756 SW SORREL DOCK CT
223	John... ..	12767 SW SORREL DOCK CT
224	John... ..	12778 SW SORREL DOCK CT
214	Victor N. M... ..	12616 SW SPRINGWOOD DR
210	NO	12624 SW SPRINGWOOD DR
213	Robin Matthews	12638 SW SPRINGWOOD DR
209	John... ..	12647 SW SPRINGWOOD DR
148	Edward J. Beeble	12649 SW SPRINGWOOD DR
208	Chris Jones	12663 SW SPRINGWOOD DR
211	NO	12672 SW SPRINGWOOD DR
212	Amy Yang	12650 SW SPRINGWOOD DR
149	John... ..	12708 SW SPRINGWOOD DR
150	John... ..	12716 SW SPRINGWOOD DR
151	Glenola Siv	12724 SW SPRINGWOOD DR
152	John... ..	12732 SW SPRINGWOOD DR
11	Mary Stuart-Martin	12740 SW SPRINGWOOD DR
12	John... ..	12750 SW SPRINGWOOD DR
1	John... ..	10600 SW SUMMER LAKE DR
2	Grace N. Charles Young	10620 SW SUMMER LAKE DR
3	De... ..	10640 SW SUMMER LAKE DR
5	Subi D... ..	10680 SW SUMMER LAKE DR
6	Michael... ..	10700 SW SUMMER LAKE DR
7		10720 SW SUMMER LAKE DR
8	NO	10740 SW SUMMER LAKE DR
9	Frank Jenkins	10760 SW SUMMER LAKE DR
221	J. Paul... ..	10775 SW SUMMER LAKE DR
10		10780 SW SUMMER LAKE DR


 New Owner
 6/9/01

Rent

Rent

Lot No.

Signature



2002-61097

Address

120	Rob Hoyt	10785 SW SUMMER LAKE DR
13	No	10800 SW SUMMER LAKE DR
119	Br Lodi	10805 SW SUMMER LAKE DR
118	Mary Ann Drogan	10815 SW SUMMER LAKE DR
14	Karen [unclear]	10820 SW SUMMER LAKE DR
117	S. E. F. [unclear]	10825 SW SUMMER LAKE DR
116		10835 SW SUMMER LAKE DR
15	Jayce D. Gilham	10840 SW SUMMER LAKE DR
115	Julie A. [unclear]	10845 SW SUMMER LAKE DR
114	Bob [unclear]	10855 SW SUMMER LAKE
16	John J. Bogle	10860 SW SUMMER LAKE DR
113	Evelyn Hansen	10865 SW SUMMER LAKE DR
112	No	10875 SW SUMMER LAKE DR
17	Marti Walker	10880 SW SUMMER LAKE DR
111	W. J. Wilson	10885 SW SUMMER LAKE DR
110	John Gange	10895 SW SUMMER LAKE DR
18	Thomas Herrick	10900 SW SUMMER LAKE DR
109	Ray [unclear]	10905 SW SUMMER LAKE DR
108	Marilyn Wagoner	10915 SW SUMMER LAKE DR
19	Loren Backus for Steve Jensen	10920 SW SUMMER LAKE DR
107	Joyce C. Cooper	10925 SW SUMMER LAKE DR
106	Dale A. Newton	10935 SW SUMMER LAKE DR
20	Don [unclear]	10940 SW SUMMER LAKE DR
21	Don [unclear]	10960 SW SUMMER LAKE DR
22	Bette [unclear]	10980 SW SUMMER LAKE DR
23	Mary L. Turner	11000 SW SUMMER LAKE DR
24	Mary [unclear]	11010 SW SUMMER LAKE DR
86	Thomas [unclear]	11015 SW SUMMER LAKE DR
25		11020 SW SUMMER LAKE DR
85	R. PADOSCK	11025 SW SUMMER LAKE DR
26	Shirley E. Dech	11030 SW SUMMER LAKE DR
44	Richard [unclear]	11035 SW SUMMER LAKE DR
27	Robert [unclear]	11040 SW SUMMER LAKE DR
43	[unclear]	11043 SW SUMMER LAKE DR
42	Wayne McCroskey	11045 SW SUMMER LAKE DR

Lot No.

Signature



2002-61097

Address

28	Arthur D. Jackson	11050 SW SUMMER LAKE DR
41	W. Mark H. Bennett	11055 SW SUMMER LAKE DR
29	David Rousseau	11060 SW SUMMER LAKE DR
40	[Signature]	11065 SW SUMMER LAKE DR
39	[Signature]	11067 SW SUMMER LAKE DR
30	Steve L. Juby	11070 SW SUMMER LAKE DR
38	[Signature]	11075 SW SUMMER LAKE DR
31	NO	11080 SW SUMMER LAKE DR
37	Edward J. Bennett	11085 SW SUMMER LAKE DR
36	NO	11095 SW SUMMER LAKE DR
35	No	11105 SW SUMMER LAKE DR
32	Althea Krotovich	11110 SW SUMMER LAKE DR
34	Sullen Hansen	11115 SW SUMMER LAKE DR
33	Tom L. Barber	11120 SW SUMMER LAKE DR
60	Randy M. Smith	11143 SW SUMMER LAKE DR
233	Wynne Berens	11152 SW SUMMER LAKE DR
234	Lo Bee	11161 SW SUMMER LAKE DR
232	Franklin	11174 SW SUMMER LAKE DR
235	[Signature]	11187 SW SUMMER LAKE DR
236	[Signature]	11209 SW SUMMER LAKE DR
237		11227 SW SUMMER LAKE DR
238		11241 SW SUMMER LAKE DR
239	Barbara L. Matysiewicz	11263 SW SUMMER LAKE DR
240	[Signature]	11285 SW SUMMER LAKE DR
202	Dupre Liebenwager	11307 SW SUMMER LAKE DR
207	[Signature]	11312 SW SUMMER LAKE DR
203	[Signature]	11329 SW SUMMER LAKE DR
206	Gard Brown	11334 SW SUMMER LAKE DR
204	NO	11347 SW SUMMER LAKE DR
205	Jane Madary	11356 SW SUMMER LAKE DR



2002-61097

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
AMART SUMMER LAKE

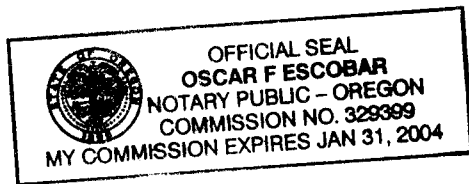
Appendix A

Joyce Gilham presented, before me, states he/she has witnessed the signatures presented herein on page 1 of 7, for the Amendment to the Declaration of Covenants and Restrictions of the Amart Summer Lake Homeowners Association. Joyce Gilham personally appeared before me and did sign below in my presence.

Joyce L. Gilham 5/11/02
Joyce Gilham Date

Oscar F. Escobar

Notary in and for Washington
County, State of Oregon. Dated this
11th day of MAY, 2002.
Commission Expires 01/31/04



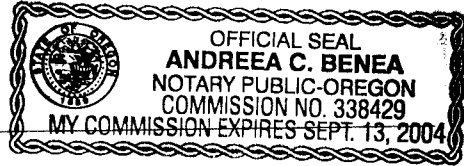


2002-61097

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
Appendix A

Shawn Montgomery presented, before me, states he/she has witnessed the signatures presented herein on page 2 of 7, for the Amendment to the Declaration of Covenants and Restrictions of the Amart Summer Lake Homeowners Association. Shawn Montgomery personally appeared before me and did sign below in my presence.

Shawn Montgomery 5/14/2002
Shawn Montgomery Date



Notary in and for Washington
County, State of Oregon. Dated this
20th day of May, 2002.
Commission Expires Sept. 13th 2004
Andreea C. Benea: Public Notary



2002-61097

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
Appendix A

Bruce Dickerson presented, before me, states he/she has witnessed the signatures presented herein on page 3 of 7, for the Amendment to the Declaration of Covenants and Restrictions of the Amart Summer Lake Homeowners Association. Bruce Dickerson personally appeared before me and did sign below in my presence.

Bruce Dickerson
Bruce Dickerson

4-29-02 Ragen Hodgson
Date

Notary in and for Washington
County, State of Oregon. Dated this
29 day of April, 2002.
Commission Expires 9.30.05

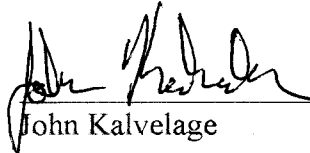


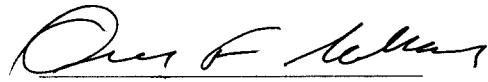


2002-61097

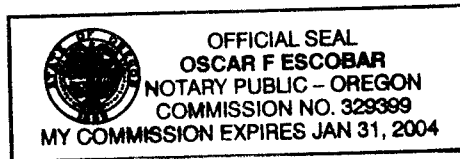
AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
Appendix A

John Kalvelage presented, before me, states he/she has witnessed the signatures presented herein on page 4 of 7, for the Amendment to the Declaration of Covenants and Restrictions of the Amart Summer Lake Homeowners Association. John Kalvelage personally appeared before me and did sign below in my presence.


John Kalvelage
5/13/02
Date



Notary in and for Washington
County, State of Oregon. Dated this
13 day of MAY, 2002.
Commission Expires 01/31/04





2002-61097

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
Appendix A

James Mendez presented, before me, states he/she has witnessed the signatures presented herein on page 5 of 7, for the Amendment to the Declaration of Covenants and Restrictions of the Amart Summer Lake Homeowners Association. James Mendez personally appeared before me and did sign below in my presence.

James Mendez 5-1-02
James Mendez Date

[Signature]

Notary in and for Washington
County, State of Oregon. Dated this
1st day of May, 2002.
Commission Expires 9-4-04





2002-61097

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
Appendix A

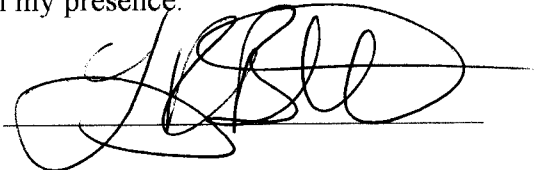
Jeff Peterson presented, before me, states he/she has witnessed the signatures presented herein on page 6 of 7, for the Amendment to the Declaration of Covenants and Restrictions of the Amart Summer Lake Homeowners Association. Jeff Peterson personally appeared before me and did sign below in my presence.



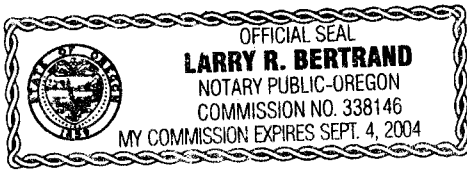
Jeff Peterson

4/26/02

Date



Notary in and for Washington
County, State of Oregon. Dated this
26th day of April, 2002.
Commission Expires 9-4-04





2002-61097

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

Appendix A

Dave Rousseau presented, before me, states he/she has witnessed the signatures presented herein on page 7 of 7, for the Amendment to the Declaration of Covenants and Restrictions of the Amart Summer Lake Homeowners Association. Dave Rousseau personally appeared before me and did sign below in my presence.

Dave Rousseau

Dave Rousseau

~~#~~

Date

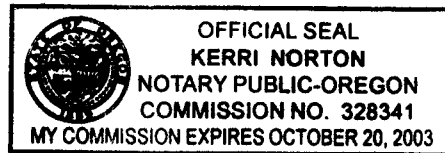
Dave Rousseau

5-14-02

Kerri Norton

Notary in and for Washington
County, State of Oregon. Dated this

14 day of May, 2002
Commission Expires Oct 20, 2003



When recorded return to G. Kryszak ~~W.L. LAZARUS~~
10732 SW 187th Ct. ~~12648 SW Snow Brook~~
Tigard, Or 97223 W.L. LAZARUS

90-16791
Washington County

12648 SW. SNOW BROOK
TIGARD, OR. 97223

AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
AMART SUMMER LAKE

The following are additions and amendments to the Declaration of Covenants and Restrictions of Amart Summer Lake, which were originally adopted on December 10, 1979:

1. Article IV Section 3.(a) is amended as follows:

(a) From and after January 1, 1980, the maximum annual assessment may be increased each year by the amount of any percentage increase in the consumer price index for the preceding calendar year rounded down to the nearest dollar, without a vote of the membership.

2. Article IV Section 8, second paragraph, is amended as follows:

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 9% per annum, or \$5 per year, whichever is greater, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtain, such judgment shall include interest on the assessment as above

1-20

1 - AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS

A Recording Service of
Transamerica Title Ins. Co.

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9002021

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provided and a reasonable attorney's fee to be fixed by the court at trial and on appeal, together with the costs of the action.

3. A Section 11 is hereby added to Article IV as follows:

Section 11. Lien Attachment and Foreclosure.

Notwithstanding the provisions of Section 8 of this Article, the provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 87.352 to 87.382 and provisions regarding the foreclosure of liens under ORS Chapter 88 shall apply to liens created herein, except as the provisions of ORS 94.709 may more particularly apply to the liens created herein. The Association's duty to collect assessments and enforce non-payment shall not be discretionary.

4. Article VI is amended as follows:

ARTICLE VI

USE OF PROPERTY BY OWNERS

Section 1. Affirmative Duty of Maintenance. Each Owner shall be responsible for maintaining, painting or staining, and generally keeping in good order and repair, the exterior of any improvements on any of the Properties owner by such Owner. Each Owner shall be responsible for

2

APR 5 1990

removing weeds or other organic waste material, for trimming and maintaining lawns, shrubbery, plantings, trees and other landscape features of any of the Properties owned by such Owner in a neat and proper condition consistent with good horticultural practices. The affirmative duty shall apply to unoccupied improvements, vacant lots and to all Properties during the period of initial construction or remodeling. It is the intent of these provisions that the Properties and improvements thereon shall be maintained by the Owners thereof in accordance with the characteristics of a high-class residential district.

Section 2. Uniformity of Improvements, Color and Decor. Any paint or stain applied by the Owner to the exterior walls of any improvement sharing a party wall as defined in Article V hereof shall be of the same color and decor as the color and decor applied to such improvement when it was originally constructed in order to maintain uniformity of color and decor among all improvements sharing ^{the} party wall, unless all Owners sharing the party wall agree otherwise. The color, decor and type of any roofing material, placed by an Owner on any improvement sharing a party wall as defined in Article V hereof shall be of the same color,

APR 5 1990

4

decor and type of roofing material used on such improvement when it was originally constructed in order to maintain uniformity in color, decor and type of roofing material among all improvements sharing the party wall, unless all Owners sharing the party wall agree otherwise.

All improvements constructed or remodeled on any of the Properties, including but not limited to improvements sharing a party wall, shall be of an architectural design that is in harmony with and not a detriment to the surrounding improvements and topography within Amart Summer Lake. Unless the Architectural Control Committee determines otherwise, all exterior paints or stains shall be earth tones only, all fences shall be constructed of wood, all roofs shall be covered with cedar shakes both originally and at time of replacement, all buildings shall be double wall construction, all exterior siding shall be of cedar, and all driveways shall be aggregate concrete.

Section 3. Use Restrictions. The following restrictions shall be applicable to the use of any of the Properties subject to this Declaration and each Owner is responsible hereunder with respect to any portion of the Properties owned by such Owner:

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APR 5 1990

(a) No Lot shall be used for any purpose other than residential purposes.

(b) No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

(c) No noxious or offensive activity shall be carried on or upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district, including permitting the landscaping on any Lot to become overgrown or permitting any structure on any Lot to become unsightly.

(d) No inoperable automobile, trailer, camper, boat and trailer or camper and pickup shall be stored in the open on the street or any Lot for a period to exceed seven days. All permanent storage for the items outlined above shall be provided by permanent garage, carport or suitably screened storage area, approved by the Architectural Control Committee.

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(e) No trash, garbage, ashes, or other refuse, waste material from initial construction or remodeling, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any portion of the Properties.

(f) No exterior clotheslines are allowed that can be seen from any street or adjacent Lot.

(g) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanent.

(h) No fence or screening structure shall be erected on any Lot without the prior written approval of the Architectural Control Committee. In no event shall side yard fences project beyond the front of any dwelling or accessory building or garage as previously defined. In no event shall any fence exceed six feet in height from the finished Lot grade. In no event shall rear and side lot fences referred to hereinabove be erected without written approval of the Architectural Control Committee.

(i) No front yard will be allowed to remain without landscaping for a period to exceed nine months from the date of occupancy.

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(j) No sign shall be displayed to public view on any Lot except as follows:

(1) One sign not larger than five square feet advertising the property for sale or rental.

(2) Builder's sign during construction and initial sale period.

(k) All outside television and radio aerials and antennas are absolutely prohibited. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this subdivision.

Section 4. Architectural Control Committee.

There is hereby created an Architectural Control Committee to be composed of three representatives selected by the Board of Directors. Each member will serve a term of one year and can be reappointed. The Committee shall have the responsibility of enforcing the conditions, covenants and restrictions set out in this Article VI, when asked to do so by the Board of Directors, and of approving all plans for all improvements, including remodels, additions, decks and outbuildings, to be constructed on the Properties covered herein. In the event of death or

resignation of any member of the Committee the Board of Directors shall have full authority to designate a successor. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant.

Section 5. Review of Plans and Contractors. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevation. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line.

To insure that builders and contractors conducting their operations upon any of said Lots are financially sound and of good general business reputation, no builder or contractor may perform work, labor or enter into any contract until said builder or contractor shall have first obtained the written consent of the Committee.

The Committee's approval or disapproval as required in these covenants shall be in writing.

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In the event the Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Owners shall proceed with due diligence to complete the construction of all improvements undertaken on any of the Properties. The Committee shall have the right, after reasonable notice, to enter Properties to inspect for compliance with the conditions, covenants and restrictions.

Section 6. Enforcement of Use and Maintenance

Restrictions. In addition to all other remedies, the Association shall have the right to enforce violations of this Article VI by the levying of reasonable fines. Before any fine may be levied, the Board of Directors of the Association shall provide written notice to the Owner thought to be in violation, setting out the nature of the alleged violation and giving the Owner thirty (30) days within which to cure the violation. If the violation is not cured within thirty (30) days the matter shall be referred to the Architectural Control Committee.

That Committee shall hold a hearing to determine whether a violation of the restrictions exists and

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shall give all persons affected an opportunity to be heard. The Committee shall notify the Owner thought to be in violation by mail of the date and time set for the hearing, which shall be a date not less than ten (10) days after the date of mailing of the notice.

If the Committee determines there is a violation, it may levy a fine pursuant to the schedule of fines adopted by the Board of Directors. In the alternative, the Committee may direct the Association or its agent to enter upon any Properties at issue, after not less than ten (10) days written notice to the Owner, to cure the violation and to charge the expense thereof to the Owner. Any fine or any such expense charged to the Owner which is not paid by the Owner within thirty (30) days of the levying of the fine or determination of the expense shall become a lien on the Property of the Owner and may be foreclosed in the same manner as liens which attach to the Properties herein for failure to pay assessments.

A decision of the Architectural Control Committee with respect to the levying of a fine or the charging of an expense shall be final. In the event the Committee's decision is made the subject of any action at law or suit in equity, and if the Association shall be the prevailing party, the

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Owner shall be liable for the Association's court costs, disbursements and reasonable attorney fees to be fixed by the court, whether at trial or appeal, such costs, disbursements and attorney fees to be further secured by the lien which arises for non-payment.

5. Article IX Section 1, is amended as follows:
Section 1. The Association shall have the duty and responsibility to install, repair, maintain, replace and remove mailboxes on the Properties. The Association shall have the option to extend this duty and responsibility to containers for newspapers and/or parcels.

DATED this ___ day of _____, 1987 and adopted by written consent of the following owners and members of the AMART SUMMER LAKE HOMEOWNERS ASSOCIATION:

<u>Lot No.</u>	<u>Signature</u>	<u>Address</u>
132	Steve L. Spang	11072 SW Summer Lake Dr
136	Dennis A. Kruger	12612 SW Snow Brush Ct.
147	Timothy L. Stucky	12609 SW Snow Brush Ct.
158	Randy D. O'Neil	12636 SW Snow Brush Ct
140	Dan Brown	12660 SW SNOWBRUSH CT
139	Terri Legans	12648 SW Snow Brush Ct.
172	John P. Wiers	10724 SW 127th Ct.

5

Lot No.	Signature	Address
145 /	David Craig	12625 S.W. SNOW BRUSH CT.
141 /	Robyn Hopkins	12665 SW SNOW BRUSH CT.
69 /	John [unclear]	12600 SW Glacier Lily Circle.
62 /	Paul Blaney	12530 SW Glacier Lily Circle
143 /	Robert [unclear]	12641 S.W. Snow Brush Ct.
66 /	Jane [unclear]	12970 SW GLACIER LILY
129 /	Margaret [unclear]	12865 S.W. Chicory Ct
91 /	John [unclear]	12665 SW Snow Brush Ct.
90 /	Thomas E. Toran	12920 SW Hawks Beard
94 /	Jane Elving	12995 SW Hawks Beard
28 /	Ray [unclear]	11050 SW Summer Lake
42 /	Craig Mallet	11045 SW SUMMER LAKE DR.
78 /	John [unclear]	12910 SW GLACIER LILY CIRCLE
84 /	Jeffrey Dick	12970 SW Hawks Beard
104 /	William B. [unclear]	12855 SW Hawks Beard Ct.
12 /	John [unclear]	12750 SW Springwood Dr.
36 /	Michael [unclear]	11095 SW Summer Lake Dr.
138 /	John [unclear]	12636 SW Summer Lake Dr.
137 /	John [unclear]	12624 SW Snow Brush
144 /	John [unclear]	12633 S.W. Snow Brush
34 /	John [unclear]	11115 SW Summer Lake
16 /	John J. Bogle	10860 SW Summer Lake Dr.
73 /	Richard [unclear]	12730 SW Glacier Lily
111 /	Laura [unclear]	10845 SW Summer Lake
74 /	Geraldine [unclear]	12730 SW - Glacier Lily

Lot No.	Signature	Address
163	[Signature]	12548 SW Glacier Lily
171	[Signature]	12660 SW Glacier Lily
146	[Signature]	12617 SW GLOW BRIGHT CT
132	[Signature]	11110 SW Summer Lake Dr.
170	[Signature]	12630 SW Glacier Lily Cir
176	[Signature]	12820 SW Glacier Lily
151	[Signature]	12765 SW Glacier Lily Cir.
148	[Signature]	12855 SW GLACIER LILY CIR
180	[Signature]	12930 SW Glacier Lily -
181	[Signature]	12940 SW GLACIER LILY
145	[Signature]	12965 SW GLACIER LILY
188	[Signature]	12880 SW Hawks Beard
195	[Signature]	12985 SW Hawks Beard
105	[Signature]	12805 S.W. Hawks Beard
125	[Signature]	11020 SW Summer Lake
191	[Signature]	12940 SW Hawks Beard
193	[Signature]	12980 SW Hawks Beard
199	[Signature]	12945 S.W. Hawks Beard
106	[Signature]	10935 SW Summer Lake Drive
107	[Signature]	10925 S.W. SUMMER LAKE DR.
105	[Signature]	10915 S.W. SUMMER LK. DR.
61	[Signature]	12511 S.W. Niagara St., Chic.
179	[Signature]	12920 SW Glacier Lily
109	[Signature]	10905 S.W. Summer Lake Drive
151	[Signature]	12124 S.W. Springwood Dr.
25	[Signature]	11040 SW Summer Lake Dr

Lot No.	Signature	Address
113 /	<i>[Signature]</i>	10865 SW Summer Lake Dr.
116 /	Francis C. Jenney	10835 SW Summer Lake Dr.
120 /	<i>[Signature]</i>	1075 SW Summer Lake Dr.
123 /	<i>[Signature]</i>	12820 S.W. CHICORY
44 /	<i>[Signature]</i>	11025 S.W. Summer Lake Dr.
85 /	Carl L. Hooper	11025 S.W. Summer Lake Dr.
83 /	<i>[Signature]</i>	12960 SW Gilreer Lily Circle.
142 /	<i>[Signature]</i>	12653 " Snowbrush Ct.
104 53 /	<i>[Signature]</i>	12705 " Glacier Lily
104 166 /	<i>[Signature]</i>	10662 SW 127 th
167 /	<i>[Signature]</i>	10682 SW 127 th
169 /	Patrick Mulligan	10690 SW 127 th TH
170 /	Janis E. Potter	10704 SW 127 th
110 119 /	Barrett V. Jensen	10805 SW Summer Lake
112 165 /	<i>[Signature]</i>	10648 SW 127 th
121 /	Marianne Jorgensen	10775 SW Summer Lake
122/15 154 /	<i>[Signature]</i>	10673 SW 127 th
7 /	David Viker	10720 SW Summer Lake Dr.
9 /	Paula Melinda Loney	10760 SW Summer Lake
133 /	Sam L. Barber	11120 SW Summer Lake Dr.
168 /	<i>[Signature]</i>	10682 S.W. 127 th Ct.
168 /	E. Suzanne Barber	10682 S.W. 127 th Ct. Tigard Or. 97133

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Owner shall be liable for the Association's court costs, disbursements and reasonable attorney fees to be fixed by the court, whether at trial or appeal, such costs, disbursements and attorney fees to be further secured by the lien which arises for non-payment.

5. Article IX Section 1, is amended as follows:

Section 1. The Association shall have the duty and responsibility to install, repair, maintain, replace and remove mailboxes on the Properties. The Association shall have the option to extend this duty and responsibility to containers for newspapers and/or parcels.

DATED this ____ day of _____, 1987 and adopted by written consent of the following owners and members of the AMART SUMMER LAKE HOMEOWNERS ASSOCIATION:

<u>Lot No.</u>	<u>Signature</u>	<u>Address</u>
<u>128</u>	<u>Rena J. [Signature]</u>	<u>12875 SW Chicory Ct</u>
<u>110</u> /	<u>Dorely M. Grecco</u>	<u>10895 SW Summer Lake Dr.</u>
<u>118</u> /	<u>Juli [Signature]</u>	<u>10815 SW Summer Lake Dr</u>
<u>30</u> /	<u>Steve G. [Signature]</u>	<u>11070 SW Summer Lake Dr.</u>
<u>29</u> /	<u>[Signature] K. Koch</u>	<u>11060 SW Summer Lake Dr.</u>
<u>67</u> /	<u>Howard E. Bantz</u>	<u>12580 SW Glacier Lily Cir.</u>
<u>43</u> /	<u>Patricia Escamilla</u>	<u>11043 SW Summer Lk. Dr.</u>

I disagree with the new CC&R's

Lot No.	Signature	Address
NO 34	Walter J. [unclear]	1115 SW Summer Lake Dr.
46	James W. Arnold	12935 S.W. Glacier Lily Cir.
49	Nancy J. Bremer	12825 SW Glacier Lily
50	[unclear]	12795 SW GLACIER LILY CIR
56	[unclear]	12655 S.W. Glacier Lily Circle
57	[unclear]	12595 SW Glacier Lily
65	[unclear]	12560 SW Glacier Lily
38	Roy C. Papan	11075 SW Summer Lake Dr.
39	Jaypen Modj	11067 SW Summer Lake DR
47	Michael J. [unclear]	12885 S.W. GLACIER LILY CIRCLE
59	Keith [unclear]	12545 S.W. Glacier Lily Cir
37	Edward [unclear]	11085 SUMMER LAKE DR
41	Wesley [unclear]	11055 S.W. Summer Lake Dr.
35	[unclear]	11015 SW SUMMER LAKE DR.
31	[unclear]	11050 SW Summer Lake Dr.
64	Devin [unclear]	12550 SW SW Glacier Lily Cir.
92	Craig Williams 9/1/89 CRAIG WILLIAMS	12960 S.W. HAZEL'S BEARD ST TIGARD, OR 97223
97	W. [unclear]	
14	W. [unclear]	
24	Katharine	11010 SW Summer Lake Dr.
133	Frank Reierberg	12825 SW Chicory Ct
126	[unclear]	12860 SW CHICORY CT

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~~Melinda Pt. cert on~~
~~she has no more for CC&R~~
Lynell

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check who has here

Lot No.	Signature	Address
1	NO	JEFF obell Sw Summer lake
7	NEXT PAGE	DAVE & JANE WILSON
8	NO	10720 SW Summer lake ✓ ALIHASAN,
9	NEXT PAGE	Real Melinda Nelson-Loney
13	<i>Radell Vajant</i>	10760 SW Summer lake ✓ ANITA BROWN & LABELL VANCE
17	<i>Karen Spring Woodruff</i>	10800 SW Summer lake ✓ TODD WOODRUFF HAWAII
18	<i>Harold & Lois Brown</i>	10900 SW Summer lake ✓ HAROLD & LOIS BROWN NO
23	<i>Wallace & Mary Turner</i>	11000 SW Summer lake ✓ WALLACE & MARY TURNER
131		Robert Russell 12845 SW Chicory
132	<i>Herbert Adler</i>	HERB & JEAN ADLER 12835 SW Chicory
124	NO-	PAM WAGNER 12840 SW Chicory
132 159	<i>Betty L. Williams</i>	10659 SW 127th
26	<i>Amina Etandi</i>	11030 SW Summer Lake DR. Tigard, OR. 97223.

Lot 89 I approve of the proposed CC&R

[Signature]

Aug 11, 1989



Eike & Cheryl Johnson
12716 S.W. Springwood
Tigard, OR 97223
626-6318 150

Eike L. Johnson

May 16, 1989

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2 - AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS

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PLEASE REPLY TO:
Portland Office

34.

November 3, 1989

Bill Lazarus
12648 SW Snow Brush Ct
Tigard OR 97223

Re: CCR Amendments
Village at Summer Lake

Dear Mr. Lazarus:

On behalf of Don Morissette Builders, Inc., I hereby approve the CCR Amendments which you submitted to this office for review subject to the waiver of applicability of those Amendments to Don Morissette Builders, Inc. properties previously executed and provided this office.

Very truly yours,

BOLLIGER, HAMPTON & TARLOW


E. ANDREW JORDAN

EAJ/DS/1834G-1

cc: Don Morissette Builders, Inc.

ATTORNEYS
JOHN H. BAKER, AIA
RALPH BOLLIGER†
ANDREW E. GOLDSTEIN**†
LEWIS B. HAMPTON
HARLAN EDWARD JONES*
E. ANDREW JORDAN
BRUCE H. ORR
ARTHUR L. TARLOW

*Admitted Oregon and Washington
**Admitted New York
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FAX (503) 641-2991

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SUITE 325
VANCOUVER, WASHINGTON 98660
(206) 694-9633
FAX (206) 693-4534

909 THIRD AVENUE
17TH FLOOR
NEW YORK, NEW YORK 10022
(212) 836-2000
FAX (212) 634-7485

Lots 3, 4, 5 & 6

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Owner shall be liable for the Association's court costs, disbursements and reasonable attorney fees to be fixed by the court, whether at trial or appeal, such costs, disbursements and attorney fees to be further secured by the lien which arises for non-payment.

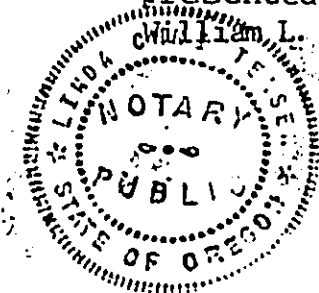
5. Article IX Section 1, is amended as follows:

Section 1. The Association shall have the duty and responsibility to install, repair, maintain, replace and remove mailboxes on the Properties. The Association shall have the option to extend this duty and responsibility to containers for newspapers and/or parcels.

DATED this 26 day of Sept, 1987 and adopted by written consent of the following owners and members of the AMART SUMMER LAKE HOMEOWNERS ASSOCIATION:

<u>Lot No.</u>	<u>Signature</u>	<u>Address</u>
<u>171</u>	<u>Robert C. Adams</u>	<u>10716 SW 127th Ct</u>
<u> </u>	<u>Barbara Adams-Morris</u>	<u>10716 S.W 127th Ct.</u>

states he
William L. Lazarus presented, before me, has witnessed the signatures presented herein for the CC&R's of the Amart Homeowners Association. William L. Lazarus personally appeared before me and did sign below in my presence.



William L. Lazarus
Linda Christensen
Notary in and for State of Oregon
Commission Expires 8/25/91

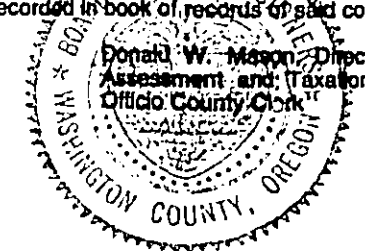
19

Lot No.	Signature	Address
174 ✓	Deborah + Michael Polise	10740 SW 127th Ct. Tigard, OR
153 ✓	Daye + Kim Highm	10741 SW 127th Ct Tigard, OR
173 ✓	Karyn Kuyper	10732 SW 127th Tigard
58 ✓	P. Hupley	12575 SW Glacier Lily Creek
112 ✓	James P. Hagan	16875 SW Summit Lk.
82 ✓	Judie B. Burtka	12930 SW Glacier Lily Ln.
40 ✓	Annida J. Jenson	11065 SW Summer Lake Dr
dupli 118	Jodi H. Hagan	10815 SW Summer Lake Dr
152 ✓	Bonnie Ann Jim	12732 SW Springwood Dr.
149 ✓	Juanne Lampert	12708 S.W. Springwood Dr.
154 ✓	Janna Stephens	10729 SW 127th Tigard, OR
156 ✓	Nicolas A. Naval	10705 SW 127th Ct Tigard, OR
157 ✓	Don Sagnella	10627 S.W. 127th Tigard, OR
148 ✓	Dr & Doc Smith	12694-SW SPRINGWOOD DRIVE
10	Ann M. Mueller (maguigan)	10780 SW Summer Lake Dr

135 Kay M. Steinfeld 12805 SW Chicory Court.

STATE OF OREGON }
 County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Doc : 90016791
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88-38639
Washington County

SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
AMART SUMMER LAKE

THIS DECLARATION, made this _____ day of _____, 1987, by
THOMAS KUCERA, JILL KUCERA, ROBERT LAIR WELCH, JR., CHARLENE V.
WELCH, CLYDE C. SAYLOR, III, and REBECCA J. SAYLOR, hereinafter
called Declarants;

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain property
in the City of Tigard, County of Washington, State of Oregon,
which are more particularly described on the plats attached
hereto as Exhibits A and B, representing the second stage of
Phase I of the Amart Summer Lake Subdivision.

NOW, THEREFORE, Declarants hereby declare that all of
the property described in Exhibits A and B shall be held, sold
and conveyed subject to the following easements, restrictions,
covenants and conditions, which are for the purpose of protecting
the value and desirability of, and which shall run with, the real
property and be binding on all parties having any right, title or
interest in the property described in Exhibit A and B or any part
thereof, their heirs, successors and assigns, and shall inure to
the benefit of each Owner thereof as hereinafter defined. This
declaration supplements the Declaration of Covenants and
Restrictions executed December 10, 1979 and recorded at fee
number 79050791.

For legible copies of pages 2 and 5 through 26 see Document # 79-50791.

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AUG 3

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contracts buyers, but excluding those, including contract sellers, having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to all such existing properties, and any additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

Section 3. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as a street or public area.

Section 4. "Street" means any highway or other thoroughfare as shown on a recorded plat of the Properties.

Section 5. "Association" shall mean and refer to Smart Summer Lake Homeowners Association, an Oregon non-profit corporation.

Section 6. "Common Properties" shall mean and refer to those areas of land shown on any recorded plat of the Properties including improvements located thereon and intended to be devoted to the common benefit, use and enjoyment of the Owners of the Lots and Living Units. At the time of the execution of this Declaration, it is not anticipated that the Properties will contain Common Properties.

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Section 7. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. Declarants intend to develop all of the property described in the original Declaration of December 10, 1979 in accord with a general plan of development. Such plan shall be executed in two phases, Phase I and Phase II, each of which is to contain two stages. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the second stage of Phase I of the development, and is more particularly described on Exhibit A and B attached hereto, all of which real property shall hereinafter be referred to as "Existing Property."

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 hereof with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1 hereof. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 hereof and for every Living Unit in any Multifamily Structure owned by it until such Unit is first sold or leased, provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) when Phases I and II of the Smart Summer Lake development are completed and the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1987.

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From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for membership under Section 1 hereof.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

In any case in which two or more persons share the ownership of any Lot or Living Unit, regardless of the form of ownership, the responsibility of such persons to comply with the covenants and restrictions shall be a joint and several responsibility. The vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit. The act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interests; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

Section 3. Consolidation of Lots. Whenever an Owner shall own all of a Lot or Living Unit (the "basic lot" or "basic

unit"), together with one or more contiguous Living Units or Lots or contiguous portions thereof (the "additional lot" or "additional unit"), and shall wish to consolidate the basic lot and the additional lot or additional portion, or the basic unit and the additional unit, he may do so. The consolidation shall be effected by the Owner's filing in the records of deeds of Washington County, Oregon, a declaration stating that the two areas are consolidated.

The consolidation provided for in this section shall have the following effects:

(a) The consolidated areas shall constitute one Lot or Living Unit for all purposes under the Declaration of Covenants and Restrictions except for the payment of assessments and voting. For the purposes of voting and payment of assessments, the total number of Lots or Living Units shall remain as originally platted by the Declarant. The Owners of consolidated Lots or Living Units shall have the vote and pay the assessment for the additional Living Unit or Lot, or portion thereof, so consolidated. For example, if two Owners consolidate three lots into two equal lots, each Owner shall have one and one-half votes and shall pay one and one-half assessments.

(b) Consolidated Lots shall be used for the construction of only one residence thereon.

(c) No residence or other structure may be placed upon the remainder of a Lot, a portion of which was consolidated with another Lot but which remainder has not been consolidated with another Lot.

PAGE 8 - DECLARATION OF COVENANTS AND RESTRICTIONS

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(d) Lots or Living Units which have once been consolidated may at no time in the future be partitioned.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot and Living Unit owned by him within the Properties hereby covenants each Owner of any Lot or Living Unit, for its successors, heirs, devisees and assigns, by acceptance of a deed for any Lot or Living Unit within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare

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of the residents in the Properties. In particular the assessments shall be used for the improvement and maintenance of properties, services, and facilities devoted to the above-described purpose and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. The assessments shall also be used for legal, administrative and operational expenses of the Association.

Section 3. Basis and Maximum of Annual Assessments.

Until January 1, 1980, the maximum annual assessment shall not exceed Thirty and No/100 Dollars (\$30.00) per Lot or Living Unit.

(a) From and after January 1, 1980, the maximum annual assessment may be increased each year not more than three percent above the maximum assessment for the previous year without a vote of the membership.

(b) The Association may change the maximum and basis of the assessments fixed by Section 3(a) above prospectively provided that any such change shall have the assent to two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

(c) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any

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year at any amount not in excess of the maximum; provided, that the setting of the actual assessment at an amount less than the maximum amount shall not serve to reduce the base upon which increases in maximum annual assessment are computed for future years.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair of a capital improvement on the Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for Any Authorized Under Sections 3 and 4. The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast 60 percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sec-

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tions 3 and 4 hereof, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Assessments;

Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

Upon the purchase of a Lot or Living Unit from the Declarant, the portion of the then current annual assessment payable by such purchaser shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the then current annual assessment period bears to 12. No portion of any month shall be adjusted. Such first annual assessment or portion thereof for which a purchaser is thus liable shall be immediately due upon the closing of title to the purchaser. The same prorating of the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

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The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The Board of Directors of the Association may provide that assessments be paid and collected on a monthly basis.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the

property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of nine percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, at trial and on appeal, together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages.

The lien of the annual and special assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

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Section 10. Uniformity. Both annual and special assessments must be fixed at a uniform rate for all Lots and Living Units. This requirement may not be changed or amended without the prior written consent of all Members of each class of Members.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of multi-family homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost or reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. The word "use" as referred to in this Article means ownership of a dwelling unit or other structure which incorporates any part of such wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owners who have used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to

such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The Owner repairing or reconstructing a party wall shall have the right of access over the adjacent Owner's lot to the extent reasonably necessary to effect the repair or reconstruction.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the dispute shall be arbitrated by the arbitrators so designated. The decision shall be by a majority of all of the arbitrators and shall be binding on all parties thereto, their heirs and assigns.

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ARTICLE VI

USE OF PROPERTY BY OCCUPANTS

Section 1. Affirmative Duty of Maintenance. Each Owner shall be responsible for maintaining, painting or staining, and generally keeping in good order and repair, the exterior of any improvement on any of the Properties owned by such Owner and such Owner shall be responsible for trimming and maintaining the lawns, shrubbery, plantings, trees and other landscaping thereon in a neat and proper condition consistent with good horticultural practices, it being the intention of this provision that the Properties and improvements thereon shall be maintained by the Owners thereof in accordance with the characteristics of a high-class residential district.

Section 2. Uniformity of Color and Decor. Any paint or stain applied by an Owner to the exterior walls of any improvement sharing a party wall as defined in Article V hereof shall be of the same color and decor as the color and decor applied to such improvement when it was originally constructed in order to maintain uniformity of color and decor among all improvements sharing the party wall, unless all Owners sharing the party wall agree otherwise. The color, decor and type of any roofing material, placed by an Owner on any improvement sharing a party wall as defined in Article V hereof shall be of the same color, decor and type of roofing material used on such improvement when it was originally constructed in order to maintain uniformity of color, decor and type of roofing material among all

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improvements sharing the party wall, unless all Owners sharing the party wall agree otherwise.

Section 3. Use Restrictions. The following restrictions shall be applicable to the use of any of the Properties subject to this Declaration and each Owner is responsible hereunder with respect to any portion of the Properties owned by such Owners:

(a) No Lot shall be used for any purpose other than residential purposes.

(b) No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

(c) No noxious or offensive activity shall be carried on upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district, including permitting the landscaping on any Lot to become overgrown or permitting any structure on any Lot to become unsightly.

(d) No inoperable automobile, trailer, camper, boat and trailer or camper and pickup shall be stored in the open on the street or any Lot for a period to exceed seven days. All permanent storage for the items outlined above shall be provided

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by permanent garage, carport or suitably screened storage area, approved by the Architectural Control Committee.

(e) No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any portion of the Properties.

(f) No exterior clotheslines are allowed that can be seen from any street or adjacent Lot.

(g) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanent.

(h) No fence or screening structure shall be erected on any Lot without the prior written approval of the Architectural Control Committee. In no event shall side yard fences project beyond the front of any dwelling or accessory building or garage as previously defined. In no event shall any fence exceed six feet in height from the finished Lot grade. In no event shall rear and side lot fences referred to hereinabove be erected without written approval of the Architectural Control Committee.

(i) No front yard will be allowed to remain without landscaping for a period to exceed nine months from the date of occupancy.

(j) No sign shall be displayed to public view on any Lot except as follows:

(1) One professional sign, not larger than one square foot.

(2) One sign not larger than five square feet advertising the property for sale or rental.

(3) Builder's sign during construction and initial sale period.

(k) All outside television and radio aerials and antennas are absolutely prohibited. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this subdivision.

There is hereby created an Architectural Control Committee to be composed of three representatives selected by the Declarants, said Committee to provide for planned neighborhood. A majority of the Committee may designate a representative to act for it, and it will be the responsibility of this Committee to approve all plans for dwellings to be constructed on the Properties covered herein. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing struc-

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tures, and as to location with respect to topography and finished grade elevation. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line.

To insure that builders and contractors conducting their operations upon any of said Lots are financially sound and of good general business reputation, no builder or contractor may perform work, labor or enter into any contract until said builder or contractor shall have first obtained the written consent of said Committee.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. Further, the Committee shall be dissolved and have no further authority or responsibility beyond a date seven years from the date of recording of these restrictions or beyond a date that 90 percent of the Lots in both phases of development of Smart Summer Lake are sold and built upon, whichever first occurs.

Section 4. Arbitration. In the event of any dispute arising under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the dispute shall be arbitrated by the arbitrators so designated. The decision shall be by a major-

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ity of all of the arbitrators and shall be binding on all parties thereto, their heirs and assigns.

ARTICLE VII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, if any exist, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Declarant may retain the legal title to any Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its assigns and successors that it shall convey any Common Properties to the Association, free and clear of all liens and encumbrances, not later than January 1, 1987.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Declarant and of the Association, in accordance with its Articles or Bylaws, to borrow money for the purpose of improving any Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited

to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles or Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of any Common Properties; and

(e) Such easements for utilities as may be required by the Declarant for the development of the Properties; and

(f) The right of the Association to dedicate or transfer all or any part of any Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast three-fourths of

PAGE 23 - DECLARATION OF COVENANTS AND RESTRICTIONS

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the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 90 days in advance of any action taken.

ARTICLE VIII

EASEMENTS

Section 1. Perpetual easements for installation, maintenance, operation, relocation and removal of utilities and drainage are hereby reserved by the Declarant over the rear five feet of each Lot and on the side five feet of each Lot (the front of each Lot being the side facing the street). Any such easement shall be terminated upon construction of a party wall on the property line of two adjacent Lots to the extent of the entire area of the structure of which the party wall forms a part; provided, however, that the Owners of the Lots upon which the party wall is constructed shall relocate and bear the cost thereof all then existing utilities and drainage facilities, if any, in the easement area.

Section 2. The Association shall have a right of access and easement in and to no more than three feet of the northerly portion of Lots Number 1, 130, 131, 132, 133, 134 and 135, and, additionally, no more than 13 feet of the north-easterly portion of Lot Number 1 and 13 feet of the northwesterly portion of Lot Number 135 for the purposes of constructing, repairing, maintaining and removing a masonry block wall and

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for landscaping and maintaining the area immediately surrounding the wall. Lots Number 1 and 135 shall be subject to an easement for encroachments created by construction of such wall.

ARTICLE IX

THE ASSOCIATION'S DUTIES AND RESPONSIBILITIES AS TO MAINTENANCE

Section 1. The Association shall have the duty and responsibility to install, repair, maintain, replace and remove mailboxes on the Properties.

Section 2. The Association shall have the duty and responsibility to maintain or provide for the maintenance of, the private ways and Common Properties, if any, and all improvements thereon of whatever kind for whatever purpose.

Section 3. The Association shall have the duty and responsibility to repair and maintain the brick wall described in Article VIII, Section 2 and landscaping of the area surrounding the wall.

Section 4. The Association shall have the duty and responsibility to maintain the trees along Summer Lake Drive and any other trees on the Properties for which the Association may desire to become responsible.

Section 5. The Association shall have the duty and responsibility to repair and maintain all bicycle paths on the Properties and may make arrangements with the City of Tigard to effectuate the same. Should the City of Tigard not accept such responsibility or should it accept such responsibility but

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later relinquish it, the Association shall assume such responsibility.

Section 6. The Association shall have no obligation to provide the services described in this Article, except to the extent moneys are available from the assessments levied by the Association in accordance with the provisions of Article IV.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable to the Association, or the Owner of any Lot or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 20 years from the date this Declaration is recorded. After such term such covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Lots and Living Units has been recorded agreeing to change said covenants and restrictions in whole or in part. The covenants and restrictions of this Declaration may be amended during the first 20-year period by an instrument signed by the Owners of not less than 75 percent of the Lots and Living Units and thereafter by an instrument signed by the Owners of not less than 66-2/3 percent of the Lots and Living Units. Any amendment must be properly recorded.

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Section 2. Joint Owners. In any case in which two or more persons share the ownership of any Lot or Living Unit, regardless of the form of ownership, the responsibility of such persons as Owners hereunder and to comply with these restrictions and covenants is joint and several and the act or consent of any one or more of such persons is the act or consent of the entire ownership of the Lot or Living Unit unless such Owner records a written notice to the contrary in Washington County Deed Records:

Section 3. Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Properties under rights derived from an Owner shall comply with all of the provisions of these Declaration of Restrictions restricting or regulating the Owner's use and enjoyment of the Properties and shall be liable to any Owner under Section 4 hereof as though an Owner. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by such Owner.

Section 4. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to recovery of damages for any such violation. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

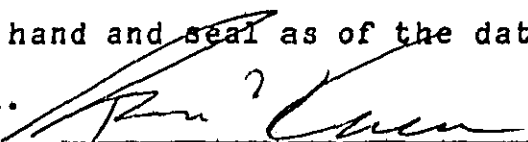
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Section 5. Attorney's Fees. In the event of suit or action is commenced to enforce any provision hereof, or for damages on account of a breach thereof, the prevailing party shall be entitled to such party's attorneys' fees from the losing party, including such fees in any appellate proceedings.

Section 6. Severability. Invalidation of any one of these covenants of restrictions by judgment or court decree shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Amendment. These covenants, or any provision thereof may, at any time with written consent of Declarants, or at any time more than seven years after the date on which the declaration is recorded without the consent of Declarants, be amended or repealed as provided by the vote or written consent of Owners owning not less than 75% of the Lots and Living Units in Phases I and II.

IN WITNESS WHEREOF the undersigned being the Declarants herein have hereunto set their hand and seal as of the date and year first hereinabove set forth.



THOMAS KUCERA



JILL KUCERA



ROBERT LAIR WELCH, JR.



CHARLENE V. WELCH



CLYDE C. SAYLOR, III



REBECCA J. SAYLOR

STATE OF OREGON)
County of Washburn) ss

I, THOMAS KUCERA, being first duly sworn on oath, depose and say that I have read the foregoing document and the same is true as I verily believe.

[Signature]
THOMAS KUCERA

SUBSCRIBED and SWORN to before me this 22 day of Oct, 1987.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires:
3-16-90

STATE OF OREGON)
County of Washburn) ss

I, JILL KUCERA, being first duly sworn on oath, depose and say that I have read the foregoing document and the same is true as I verily believe.

[Signature]
JILL KUCERA

SUBSCRIBED and SWORN to before me this 22 day of Oct, 1987.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires:
3-16-90

STATE OF OREGON)
County of Washburn) ss

I, ROBERT LAIR WELCH, JR., being first duly sworn on oath, depose and say that I have read the foregoing document and

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the same is true as I verily believe.

Robert Lair Welch, Jr.
ROBERT LAIR WELCH, JR.

SUBSCRIBED and SWORN to before me this 22 day of Oct, 1987.

Jacqueline K. Eddens
NOTARY PUBLIC FOR OREGON
My Commission Expires:
3-16-90

STATE OF OREGON)
County of Yamhill ss

I, CHARLENE V. WELCH, being first duly sworn on oath, depose and say that I have read the foregoing document and the same is true as I verily believe.

Charlene V. Welch
CHARLENE V. WELCH

SUBSCRIBED and SWORN to before me this 22 day of Oct, 1987.

Jacqueline K. Eddens
NOTARY PUBLIC FOR OREGON
My Commission Expires:
3-16-90

STATE OF OREGON)
County of Yamhill ss

I, CLYDE C. SAYLOR, III, being first duly sworn on oath, depose and say that I have read the foregoing document and the same is true as I verily believe.

Clyde C. Saylor III
CLYDE C. SAYLOR, III

SUBSCRIBED and SWORN to before me this 22 day of Oct, 1987.

Jacqueline K. Eddens
NOTARY PUBLIC FOR OREGON
My Commission Expires:
3-16-90

STATE OF OREGON)
County of Washburn ss

I, REBECCA J. SAYLOR, being first duly sworn on oath, depose and say that I have read the foregoing document and the same is true as I verily believe.

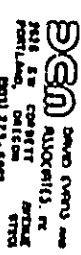
Rebecca J. Saylor
REBECCA J. SAYLOR

SUBSCRIBED and SWORN to before me this 22 day of Oct, 1987.

Jacqueline K. Eddens
NOTARY PUBLIC FOR OREGON
My Commission Expires:
3-16-90

AMART SUMMER LAKE NO. 2 Book 69 Page 36

A SUBDIVISION WITHIN THE EAST ONE-HALF OF SECTION 36,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIANS,
CITY OF TIGARD,
WASHINGTON COUNTY,
OREGON
2.76 ACRES
SCALE: 1" = 40'



DEDICATION

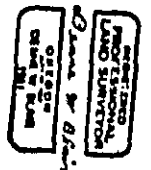
WHEREAS, certain parcels of land owned by ...
has been surveyed and plat of the same ...
is filed for record in the public records ...
and the same is proposed to be dedicated ...
to the use and enjoyment of the public ...

THOMAS R. BAKER, SR.
PLATTEE
[Signature]
County of Washington
[Signature]
City of Tigard, Oregon

ACKNOWLEDGEMENT

CITY OF WASHINGTON
I HEREBY CERTIFY THAT THE ...
HAS BEEN SURVEYED AND PLATED ...
AND IS PROPOSED TO BE DEDICATED ...
TO THE USE AND ENJOYMENT OF THE PUBLIC ...

Shilb
James D. B. Smith
Mayor of Tigard, Oregon
1107 1/2 W. 2nd St.
Tigard, Oregon 97138



APPROVALS

CITY OF TIGARD
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF WASHINGTON
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF TIGARD
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF WASHINGTON
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF TIGARD
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF WASHINGTON
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF TIGARD
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF WASHINGTON
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF TIGARD
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF WASHINGTON
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

APPROVALS (Continued)

CITY OF WASHINGTON
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF TIGARD
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF WASHINGTON
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF TIGARD
APPROVED this 2nd day of December, 1984
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CITY OF TIGARD
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF WASHINGTON
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

CITY OF TIGARD
APPROVED this 2nd day of December, 1984
BY *[Signature]*
Mayor

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For a legible copy see Plat Book 60 Page 37.

LAND BY COUNTY SHOT AND PLANNED IN A
PART OF THE COUNTY OF TIGARD, OREGON
BY THE CITY OF TIGARD, OREGON
RECORDED IN PLAT BOOK 60 PAGE 37

AMART SUMMER LAKE NO. 3

A SUBDIVISION WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN
CITY OF TIGARD
WASHINGTON COUNTY
4.60 ACRES
DECEMBER 1985

OREGON
SCALE: 1" = 40'

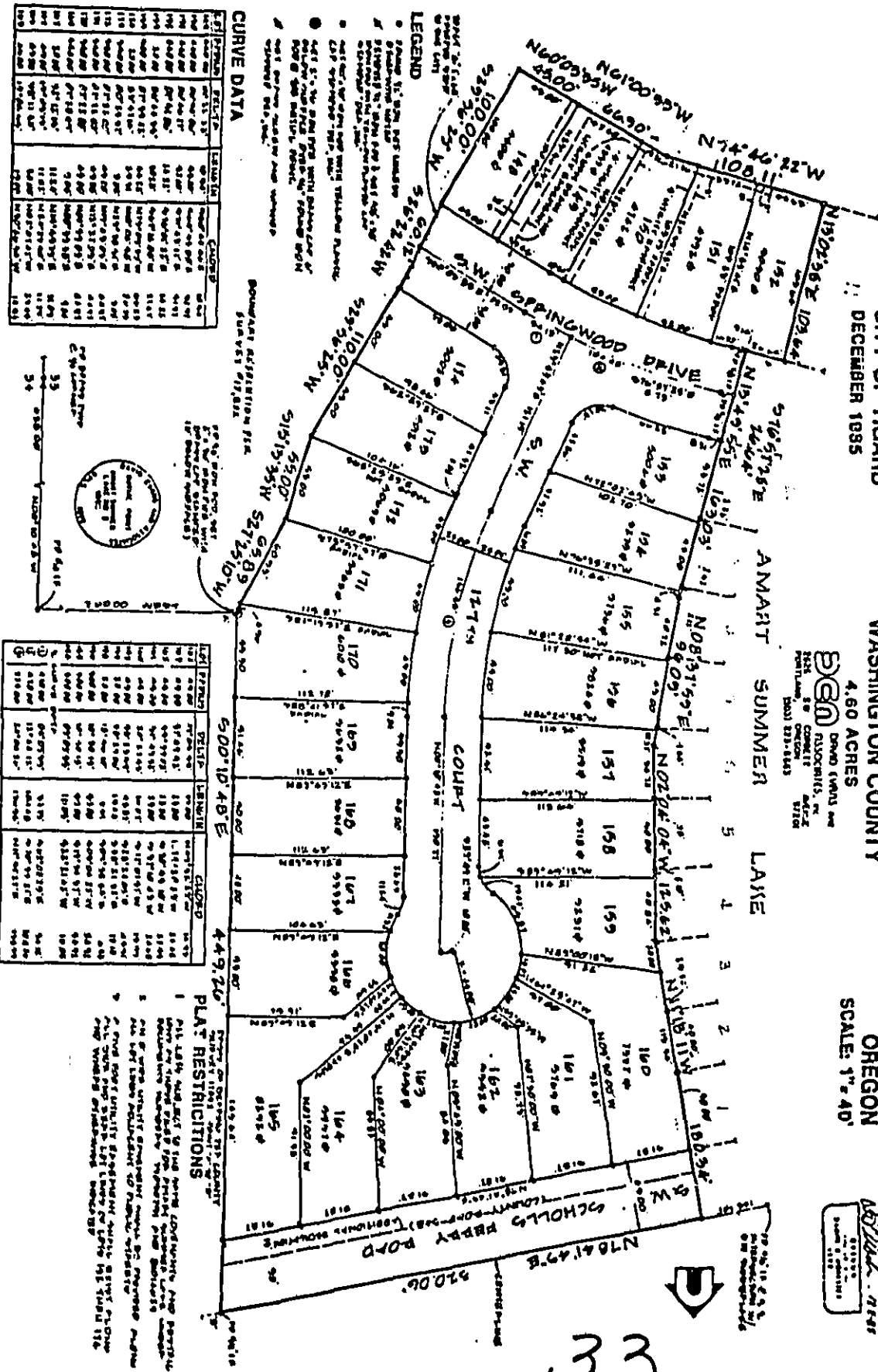
BCM DONALD EMMETT
REGISTERED PROFESSIONAL SURVEYOR
PORTLAND, OREGON
PHONE 323-8443



Scale 60 Feet = 1"

Sheet 1 of 2

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MASTER

After Recording Return to:
Amart Summer Lake Homeowners Association
12580 SW Glacier Lily Circle
Tigard, OR 97223

Until a Change is Requested Tax
Statements shall be sent to:
Amart Summer Lake Homeowners Association
12580 SW Glacier Lily Circle
Tigard, OR 97223

STATE OF OREGON }
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk

1988 AUG 30 PM 3:50

34

79050791

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
AMART SUMMER LAKE

THIS DECLARATION, made this 10 day of December,
1979, by AMART DEVELOPMENT, LTD., an Oregon Limited Partnership,
hereinafter called Declarant;

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property
in the City of Tigard, County of Washington, State of Oregon,
which is more particularly described on Appendixes "A" and "B"
attached hereto. Such property is to be developed by Declarant
in two phases, Phase I and Phase II, each of which is to con-
tain two stages. The first stage of Phase I is described in
Appendix "A". The other three stages are described in
Appendix "B".

NOW THEREFORE, Declarant hereby declares that all of
the property described in Appendix "A" shall be held, sold and
conveyed subject to the following easements, restrictions, cove-
nants and conditions, which are for the purpose of protecting
the value and desirability of, and which shall run with, the
real property and be binding on all parties having any right,
title or interest in the property described in Appendix "A" or
any part thereof, their heirs, successors and assigns, and shall
inure to the benefit of each Owner thereof as hereinafter defined.

RECORDED
INDEXED
BY
FOR
TO ITS
PROPERTY

34A-102309-32

10/10

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contracts buyers, but excluding those, including contract sellers, having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to all such existing properties, and any additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

Section 3. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of the Properties which is not designated as a street or public area.

Section 4. "Street" means any highway or other thoroughfare as shown on a recorded plat of the Properties.

Section 5. "Association" shall mean and refer to Amart Summer Lake Homeowners Association, an Oregon non-profit corporation.

Section 6. "Common Properties" shall mean and refer to those areas of land shown on any recorded plat of the Properties including improvements located thereon and intended to be devoted to the common benefit, use and enjoyment of the Owners of the Lots and Living Units. At the time of the execution of this Declaration, it is not anticipated that the Properties will contain Common Properties.

Section 7. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Existing Property. Declarant intends to develop all of the property described in Appendixes "A" and "B" in accord with a general plan of development. Such plan shall be executed in two phases, Phase I and Phase II, each of which is to contain two stages. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the first stage of Phase I of the development, and is more particularly described in Appendix "A" attached hereto, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional property (representing the second stage of Phase I and all of Phase II) may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Declarant, its heirs and assigns, shall have the right to bring within the scheme of this Declaration addi-

Such Supplementary Declaration may contain such completely additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect different character, if any, of the added properties and as not inconsistent with the scheme of this Declaration. In event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration on the Existing Property.

(b) Other Additions. In the event that any publicly-owned areas adjacent to the Properties are abandoned by the governmental owners thereof, the Association shall have authority to accept a conveyance thereof and maintain, mortgage, encumber or otherwise deal with the such property and incorporate it into the Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee, interest in any lot or Living Unit which is subject by covenants of record to the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect different character, if any, of the added properties and as to be inconsistent with the scheme of this Declaration. In the event, however, that such Supplementary Declaration revoke, amend or add to the covenants established by this Declaration on the Existing Property.

(b) Other Additions. In the event that any publicly-owned areas adjacent to the Properties are abandoned by the governmental owners thereof, the Association shall have authority to accept a conveyance thereof and maintain, mortgage, encumber or otherwise deal with the such property and incorporate it into the Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is the record owner of a fee or undivided fee, interest in any Living Unit which is subject by covenants of record to be governed by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 hereof with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1 hereof. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 hereof and for every Living Unit in any Multifamily Structure owned by it until such Unit is first sold or leased, provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) when Phases I and II of the Amart Summer Lake development are completed and the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1987.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for membership under Section 1 hereof.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

In any case in which two or more persons share the ownership of any Lot or Living Unit, regardless of the form of ownership, the responsibility of such persons to comply with the covenants and restrictions shall be a joint and several responsibility. The vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit. The act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interests; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

Section 3. Consolidation of Lots. Whenever an Owner shall own all of a Lot or Living Unit (the "basic lot" or "basic

unit"), together with one or more contiguous Living Units or Lots or contiguous portions thereof (the "additional lot" or "additional unit"), and shall wish to consolidate the basic lot and the additional lot or additional portion, or the basic unit and the additional unit, he may do so. The consolidation shall be effected by the Owner's filing in the records of deeds of Washington County, Oregon, a declaration stating that the two areas are consolidated.

The consolidation provided for in this section shall have the following effects:

(a) The consolidated areas shall constitute one Lot or Living Unit for all purposes under the Declaration of Covenants and Restrictions except for the payment of assessments and voting. For the purposes of voting and payment of assessments, the total number of Lots or Living Units shall remain as originally platted by the Declarant. The Owners of consolidated Lots or Living Units shall have the vote and pay the assessment for the additional Living Unit or Lot, or portion thereof, so consolidated. For example, if two Owners consolidate three lots into two equal lots, each Owner shall have one and one-half votes and shall pay one and one-half assessments.

(b) Consolidated Lots shall be used for the construction of only one residence thereon.

(c) No residence or other structure may be placed upon the remainder of a Lot, a portion of which was consolidated with another Lot but which remainder has not been consolidated with another Lot.

(d) Lots or Living Units which have once been consolidated may at no time in the future be partitioned.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot and Living Unit owned by him within the Properties hereby covenants each Owner of any Lot or Living Unit, for its successors, heirs, devisees and assigns, by acceptance of a deed for any Lot or Living Unit within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, all such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare

of the residents in the Properties. In particular the assessments shall be used for the improvement and maintenance of properties, services, and facilities devoted to the above-described purpose and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. The assessments shall also be used for legal, administrative and operational expenses of the Association.

Section 3. Basis and Maximum of Annual Assessments.

Until January 1, 1980, the maximum annual assessment shall not exceed Thirty and No/100 Dollars (\$30.00) per Lot or Living Unit.

(a) From and after January 1, 1980, the maximum annual assessment may be increased each year not more than three percent above the maximum assessment for the previous year without a vote of the membership.

(b) The Association may change the maximum and basis of the assessments fixed by Section 3(a) above prospectively provided that any such change shall have the assent to two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

(c) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any

year at any amount not in excess of the maximum; provided, that the setting of the actual assessment at an amount less than the maximum amount shall not serve to reduce the base upon which increases in maximum annual assessment are computed for future years.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair of a capital improvement on the Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for Any Authorized Under Sections 3 and 4. The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast 60 percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sec-

tions 3 and 4 hereof, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Assessments;

Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

Upon the purchase of a Lot or Living Unit from the Declarant, the portion of the then current annual assessment payable by such purchaser shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the then current annual assessment period bears to 12. No portion of any month shall be adjusted. Such first annual assessment or portion thereof for which a purchaser is thus liable shall be immediately due upon the closing of title to the purchaser. The same prorating of the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The Board of Directors of the Association may provide that assessments be paid and collected on a monthly basis.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the

property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of nine percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, at trial and on appeal, together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages.

The lien of the annual and special assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Uniformity. Both annual and special assessments must be fixed at a uniform rate for all Lots and Living Units. This requirement may not be changed or amended without the prior written consent of all Members of each class of Members.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of multi-family homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost or reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. The word "use" as referred to in this Article means ownership of a dwelling unit or other structure which incorporates any part of such wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owners who have used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to

such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The Owner repairing or reconstructing a party wall shall have the right of access over the adjacent Owner's lot to the extent reasonably necessary to effect the repair or reconstruction.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the dispute shall be arbitrated by the arbitrators so designated. The decision shall be by a majority of all of the arbitrators and shall be binding on all parties thereto, their heirs and assigns.

ARTICLE VI

USE OF PROPERTY BY OCCUPANTS

Section 1. Affirmative Duty of Maintenance. Each

Owner shall be responsible for maintaining, painting or staining, and generally keeping in good order and repair, the exterior of any improvement on any of the Properties owned by such Owner and such Owner shall be responsible for trimming and maintaining the lawns, shrubbery, plantings, trees and other landscaping thereon in a neat and proper condition consistent with good horticultural practices, it being the intention of this provision that the Properties and improvements thereon shall be maintained by the Owners thereof in accordance with the characteristics of a high-class residential district.

Section 2. Uniformity of Color and Decor. Any paint or stain applied by an Owner to the exterior walls of any improvement sharing a party wall as defined in Article V hereof shall be of the same color and decor as the color and decor applied to such improvement when it was originally constructed in order to maintain uniformity of color and decor among all improvements sharing the party wall, unless all Owners sharing the party wall agree otherwise. The color, decor and type of any roofing material, placed by an Owner on any improvement sharing a party wall as defined in Article V hereof shall be of the same color, decor and type of roofing material used on such improvement when it was originally constructed in order to maintain uniformity of color, decor and type of roofing material among all

improvements sharing the party wall, unless all Owners sharing the party wall agree otherwise.

Section 3. Use Restrictions. The following restrictions shall be applicable to the use of any of the Properties subject to this Declaration and each Owner is responsible hereunder with respect to any portion of the Properties owned by such Owner:

(a) No Lot shall be used for any purpose other than residential purposes.

(b) No animals or fowls shall be raised, kept or permitted upon the Properties or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

(c) No noxious or offensive activity shall be carried on upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district, including permitting the landscaping on any Lot to become overgrown or permitting any structure on any Lot to become unsightly.

(d) No inoperable automobile, trailer, camper, boat and trailer or camper and pickup shall be stored in the open on the street or any Lot for a period to exceed seven days. All permanent storage for the items outlined above shall be provided

by permanent garage, carport or suitably screened storage area, approved by the Architectural Control Committee.

(e) No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any portion of the Properties.

(f) No exterior clotheslines are allowed that can be seen from any street or adjacent Lot.

(g) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanent.

(h) No fence or screening structure shall be erected on any Lot without the prior written approval of the Architectural Control Committee. In no event shall side yard fences project beyond the front of any dwelling or accessory building or garage as previously defined. In no event shall any fence exceed six feet in height from the finished Lot grade. In no event shall rear and side lot fences referred to hereinabove be erected without written approval of the Architectural Control Committee.

(i) No front yard will be allowed to remain without landscaping for a period to exceed nine months from the date of occupancy.

(j) No sign shall be displayed to public view on any Lot except as follows:

(1) One professional sign, not larger than one square foot.

(2) One sign not larger than five square feet advertising the property for sale or rental.

(3) Builder's sign during construction and initial sale period.

(k) All outside television and radio aerials and antennas are absolutely prohibited. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this subdivision.

There is hereby created an Architectural Control Committee to be composed of three representatives selected by Amart Development Co., said Committee to provide for planned neighborhood. A majority of the Committee may designate a representative to act for it, and it will be the responsibility of this Committee to approve all plans for dwellings to be constructed on the Properties covered herein. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing struc-

tures, and as to location with respect to topography and finished grade elevation. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line.

To insure that builders and contractors conducting their operations upon any of said Lots are financially sound and of good general business reputation, no builder or contractor may perform work, labor or enter into any contract until said builder or contractor shall have first obtained the written consent of said Committee.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. Further, the Committee shall be dissolved and have no further authority or responsibility beyond a date seven years from the date of recording of these restrictions or beyond a date that 90 percent of the Lots in both phases of development of Amart Summer Lake are sold and built upon, whichever first occurs.

Section 4. Arbitration. In the event of any dispute arising under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the dispute shall be arbitrated by the arbitrators so designated. The decision shall be by a major-

ity of all of the arbitrators and shall be binding on all parties thereto, their heirs and assigns.

ARTICLE VII

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, if any exist, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Declarant may retain the legal title to any Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its assigns and successors that it shall convey any Common Properties to the Association, free and clear of all liens and encumbrances, not later than January 1, 1987.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Declarant and of the Association, in accordance with its Articles or Bylaws, to borrow money for the purpose of improving any Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited

to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles or Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed 30 days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of any Common Properties; and

(e) Such easements for utilities as may be required by the Declarant for the development of the Properties; and

(f) The right of the Association to dedicate or transfer all or any part of any Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast three-fourths of

the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 90 days in advance of any action taken.

ARTICLE VIII

EASEMENTS

Section 1. Perpetual easements for installation, maintenance, operation, relocation and removal of utilities and drainage are hereby reserved by the Declarant over the rear five feet of each Lot and on the side five feet of each Lot (the front of each Lot being the side facing the street). Any such easement shall be terminated upon construction of a party wall on the property line of two adjacent Lots to the extent of the entire area of the structure of which the party wall forms a part; provided, however, that the Owners of the Lots upon which the party wall is constructed shall relocate and bear the cost thereof all then existing utilities and drainage facilities, if any, in the easement area.

Section 2. The Association shall have a right of access and easement in and to no more than three feet of the northerly portion of Lots Number 1, 130, 131, 132, 133, 134 and 135, and, additionally, no more than 13 feet of the northeasterly portion of Lot Number 1 and 13 feet of the northwesterly portion of Lot Number 135 for the purposes of constructing, repairing, maintaining and removing a masonry block wall and

for landscaping and maintaining the area immediately surrounding the wall. Lots Number 1 and 135 shall be subject to an easement for encroachments created by construction of such wall.

ARTICLE IX

THE ASSOCIATION'S DUTIES AND RESPONSIBILITIES AS TO MAINTENANCE

Section 1. The Association shall have the duty and responsibility to install, repair, maintain, replace and remove mailboxes on the Properties.

Section 2. The Association shall have the duty and responsibility to maintain or provide for the maintenance of, the private ways and Common Properties, if any, and all improvements thereon of whatever kind for whatever purpose.

Section 3. The Association shall have the duty and responsibility to repair and maintain the brick wall described in Article VIII, Section 2 and landscaping of the area surrounding the wall.

Section 4. The Association shall have the duty and responsibility to maintain the trees along Summer Lake Drive and any other trees on the Properties for which the Association may desire to become responsible.

Section 5. The Association shall have the duty and responsibility to repair and maintain all bicycle paths on the Properties and may make arrangements with the City of Tigard to effectuate the same. Should the City of Tigard not accept such responsibility or should it accept such responsibility but

later relinquish it, the Association shall assume such responsibility.

Section 6. The Association shall have no obligation to provide the services described in this Article, except to the extent moneys are available from the assessments levied by the Association in accordance with the provisions of Article IV.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable to the Association, or the Owner of any Lot or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 20 years from the date this Declaration is recorded. After such term such covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Lots and Living Units has been recorded agreeing to change said covenants and restrictions in whole or in part. The covenants and restrictions of this Declaration may be amended during the first 20-year period by an instrument signed by the Owners of not less than 75 percent of the Lots and Living Units and thereafter by an instrument signed by the Owners of not less than 66-2/3 percent of the Lots and Living Units. Any amendment must be properly recorded.

Section 2. Joint Owners. In any case in which two or more persons share the ownership of any Lot or Living Unit, regardless of the form of ownership, the responsibility of such persons as Owners hereunder and to comply with these restrictions and covenants is joint and several and the act or consent of any one or more of such persons is the act or consent of the entire ownership of the Lot or Living Unit unless such Owner records a written notice to the contrary in Washington County Deed Records.

Section 3. Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Properties under rights derived from an Owner shall comply with all of the provisions of these Declaration of Restrictions restricting or regulating the Owner's use and enjoyment of the Properties and shall be liable to any Owner under Section 4 hereof as though an Owner. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by such Owner.

Section 4. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to recovery of damages for any such violation. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Attorney's Fees. In the event suit or action is commenced to enforce any provision hereof, or for damages on account of a breach thereof, the prevailing party shall be entitled to such party's attorneys' fees from the losing party, including such fees in any appellate proceedings.

Section 6. Severability. Invalidation of any one of these covenants of restrictions by judgment or court decree shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7. Amendment. These covenants, or any provision thereof may, at any time with written consent of Declarant, or at any time more than seven years after the date on which this declaration is recorded without the consent of Declarant, be amended or repealed as provided by the vote or written consent of Owners owning not less than 75 percent of the Lots and Living Units in Phases I and II.

IN WITNESS WHEREOF the undersigned being the Declarant herein has hereunto set its hand and seal as of the date and year first hereinabove set forth.

AMART DEVELOPMENT, LTD.

By: LUTZ DEVELOPMENT CO.,
General Partner

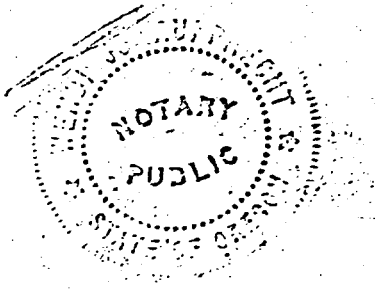
By Arthur P. Lutz President

STATE OF OREGON
County of Washington

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ss.

On this 10 day of December, 1979, personally appeared before me ARTHUR A. LUTZ who, being duly sworn, does say that he is the President of LUTZ DEVELOPMENT CO., an Oregon corporation, General Partner of AMART DEVELOPMENT, LTD. and that said instrument was signed in behalf of said corporation and partnership; and he acknowledged said instrument to be their voluntary act and deed.

Wendell Ruppert
Notary Public for Oregon
My Commission Expires: 8-24-81



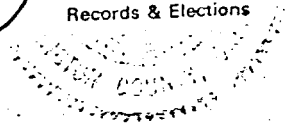
STATE OF OREGON
County of Washington

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ss deed

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

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pn

ROGER THOMSEN, Director of Records & Elections



Dec 10 3 47 PM '79