

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF AMART SUMMER LAKE

In the County of Washington State of Oregon.

The following is an amendment (“Amended Declaration”) to the Declaration of Covenants, Conditions and Restrictions of Amart Summer Lake recorded on December 10, 1979 in Washington County records number 79-50791 as amended by the Supplementary Declaration of Covenants and Restrictions of Amart Summer Lake, Washington County records number 88-50400; Amendments to Declaration of Covenants and Restrictions of Amart Summer Lake, Washington County records number 90-16791; and, Amendment to Declaration of Covenants and Restrictions of Amart Summer Lake, Washington County records number 2002-61097 (all of which together constitute the “Declaration”). This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Amart Summer Lake shall supercede in its entirety and replace the Declaration. Pursuant to Article X, Section 7 of the Declaration, this Amended Declaration has been approved by not less than seventy-five percent (75%) of the Owners.

ARTICLE I

General Declaration

All of the Property is held and shall be held subject to this Amended Declaration, and the covenants, conditions, and restrictions set forth herein shall run with and bind the Property, each Lot and any other division of the Property, if any, the Owners, Occupants, and all other persons acquiring any interest in the Property or any portion thereof, and the heirs, assigns, and successors of any such persons. These covenants, conditions and restrictions shall inure to the benefit of and be burdens upon Declarant and upon all Owners, Occupants and future Owners and Occupants.

## ARTICLE II

### Definitions

As used in this Amended Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules and Regulations of the Association, and any Exhibits thereto, unless the context shall require otherwise, the following definitions shall apply:

2.1 "Association" shall mean the AMART SUMMER LAKE HOMEOWNERS ASSOCIATION.

2.2 "Board" shall mean the Board of Directors of the Association.

2.3 "Common Area(s)" shall mean those parcels, if any, included within the Property that are duly designated as common areas, such as common landscape areas, entry monuments and structures and median strips, and the five pathways, including one from S.W. Summer Lake Drive to S.W. Glacier Lily Circle and four from S.W. Glacier Lily Circle to Summer Lake Park. The Common Areas are set forth on the attached Exhibit "A" and incorporated herein by reference.

2.4 "Improvements" shall mean all improvements now or hereafter placed or constructed in, under or upon the Property, including, without limitation, any residence, wall, painting (other than existing colors), building, outbuilding, road, driveway, parking area, fence, screening wall and barrier, retaining wall, stair, deck, awning, solar panel, dog run, statue, pole, utility distribution facility and any other improvements.

2.5 "Lot" shall refer, severally, to all of the lots within the Property.

2.6 "Occupant" shall mean the person or persons, entity or entities (including, but not limited to, trusts, corporations or partnerships) in lawful possession of all or any portion of a Lot.

2.7 "Owner" shall mean the Owner, whether one or more persons or entities (including, but not limited to, trusts, corporations or partnerships), of the fee simple title in any Lot or the contract vendee on any installment land sale contract. Those having an interest merely as security for the performance of an obligation such as mortgagees and lienholders shall not be considered the Owner. In the event of multiple Owners of a single Lot or an Owner that is an entity, an individual shall be designated as the Owner(s) representative to attend meetings of the association and to cast the vote for the Owner(s). Consolidated double lots 73 and 74 shall have two votes and pay two assessments.

2.8 "Plat" shall mean the plat of Amart Summer Lake recorded on August 29, 1979 at Book 47 Page 38 in the Washington County Records, the plat of Amart Summer Lake No. 2 recorded on December 31, 1985 at Book 60 Page 35 in the Washington County Records, and the

plat of Amart Summer Lake No. 3 recorded on December 31, 1985 at Book 60 Page 37 in the Washington County Records. The Plat includes Lots numbered 1 through 213, generally bounded by Scholls Ferry Road on the north, Summer Lake Park on the south, S.W. North Dakota St. on the east and S.W. 130th Avenue on the west.

2.9 "Property" shall mean the real property known as Amart Summer Lake, Amart Summer Lake No. 2, and Amart Summer Lake No. 3 as set forth on the Plat.

2.10 "Residence" shall mean that part of any structure intended to be occupied by one family as a dwelling, together with attached or detached garage and the patios, porch or steps. "Dwelling" is to be considered synonymous with "Residence".

### ARTICLE III

#### Architectural and Design Review

3.1 The Board of Directors shall have the right to review, approve, conditionally approve or disapprove plans, specifications, design, construction and alterations of Improvements on the Property.

3.1.1 Generally. No external Improvement of any kind shall be commenced, erected, placed, or altered on any portion of the Property or on any Lot without the prior written approval of the Board of Directors. Any such Improvements shall also comply with any applicable rules and regulations of any regulatory agency with jurisdiction over the Property.

3.2 The following restrictions apply to all residences and accessory buildings except as otherwise specifically mentioned:

3.2.1 Approved Materials. All improvements constructed or remodeled on any of the lots shall be of an architectural design that is in harmony with the surrounding improvements and topography within Summer Lake subdivision. All buildings shall be double wall construction. All exterior siding shall be of cedar or other new siding material approved by the Board. All exterior paints or stains shall be earth tones only. All fences shall be of cedar and shall not exceed six feet in height. In no event shall side yard fences project beyond the front of any dwelling or garage. All driveways or walks shall be of aggregate concrete. Roofs shall be covered with one of the following roofing materials, both originally and at the time of replacement:

3.2.1.1 Cedar shakes

3.2.1.2 Tile roofing material

3.2.1.3 Architectural fiberglass asphalt shingles meeting or exceeding all of the following criteria:

- a. Shingle construction shall be three-ply or greater;
- b. Minimum manufacturer's warranty of 40 years;
- c. Minimum weight per square (100 sqft) of 400 US pounds; and,
- d. Class A fire and wind rating from Underwriters Laboratories

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

3.2.2 Excluded Materials. Items specifically excluded from use are: T-1-11 plywood siding, imitation brick, exposed metal chimneys (excepting metal caps on pipe enclosed in a wood chase), garage doors other than "roll up" style, asphalt or fiberglass composition roofing not set forth in section 3.2.1 above, cyclone fences and any front yard fence.

## ARTICLE IV

### Use Restrictions

4.1 Land Use. Lots shall be used only for residential purposes and only one Residence shall be erected on any Lot. Lots may be rented for residential purposes; however, the owner assumes responsibility and liability for ensuring that the renters and lessees comply with this Amended Declaration and all applicable laws. Each Owner shall cause its renters and lessees to agree in writing to comply with this Amended Declaration and all applicable laws.

4.2 Signs. No signs shall be visible from the street except one sign not larger than 18" x 24" advertising the property for sale or rent. A sign showing the name of the Owner may be displayed on the Residence. Political signs may be displayed, provided that such signs are placed no more than thirty (30) days before the election date and removed within three (3) days after the election. The Board reserves the right to require removal of any sign that does not comply with standards of decorum and good taste as determined by the Board.

4.3 Animals. No animals shall be kept on any Lot, except for dogs or cats or other household pets. Household pets shall not be kept, bred or maintained for any commercial purpose and shall not be a nuisance to neighbors. Pet owners shall abide by local ordinances. Pet runs and housing shall be fully screened from view from any other Lot, and shall not be visible from the street. Pets shall be under control when off the Owner's Property. All animals shall be controlled so as not to be a nuisance to any Owner. An unrestrained pet or barking dog shall constitute a nuisance.

4.4 Trash and Rubbish. No Lot, nor any part of a Lot, nor any part of the Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any waste. All incinerators, containers or other equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition and out of public view. Garbage cans, yard debris cans and recycling bins may not be left in front of a residence, within view of the street, except on collection day.

4.5 Offensive or Noxious Activity or Conditions. No noxious or offensive activity or conditions, or anything that is an annoyance or nuisance to the neighborhood, shall be permitted, nor shall anything be done or placed upon any Lot which interferes with the enjoyment of other Lots or Common Areas. Specifically, no Residence shall be used for the selling, manufacturing or distribution of any illegal drugs or substances.

4.6 Temporary Structures. No temporary structures, tent, shack, barn or other outbuilding shall be permitted on the Property, except that infrequent recreational camping by family members or camping for a brief period necessitated by remodeling or a disaster to the Residence shall be allowed.

4.7 Recreational Facilities. No sport courts, tree houses, swimming pools or similar recreational facilities shall be constructed or installed on any Lot.

#### 4.8 Vehicle and Equipment Parking

4.8.1 Prohibited Vehicles, Equipment and Devices. Boats, trailers, bicycles, motorcycles, truck-campers, recreational vehicles and similar vehicles and equipment shall not be parked on any part of the Property, nor on adjacent public streets for longer than seven (7) days (unless within a fully enclosed garage with the garage doors closed, or behind a fence so as not to be visible from the street).

4.8.2 Vehicles in Disrepair. No Owner shall park a vehicle which is in an extreme state of disrepair, or is undergoing repair, on any driveway or street within the Property for a period in excess of 48 hours. If an Owner fails to remove such a vehicle within five (5) days after written notice from the Board, the Board may have the vehicle towed from the property and stored at the Owner's expense.

4.8.3 Sidewalk Obstruction. Sidewalks and Common Areas must be kept unobstructed at all times by any device, vehicle or material.

4.8.4 Enforcement. The Board shall have the power and authority to enforce these restrictions, including, without limitation, the power and authority to impose fines, remove offending vehicles or equipment, and pursue legal action. In the case of removal of vehicles, the offending Owner shall pay all costs of removal and storage of such

equipment. Remedies such as fines and towing shall be preceded by written notification by the Board to the Owner.

4.9 Aerials and Dishes. No outside television antennas, radio aerials or oversized satellite dishes shall be installed without the prior approval of the Board.

4.10 Yard Maintenance. Each Owner shall maintain the front yard of his Residence in a manner that is attractive and does not detract from the neighborhood. This means lawns must be properly watered and mowed regularly and kept free from weeds. Shrubs and flower areas must be properly maintained. If any yard is neglected and becomes unsightly, the Board may have a landscaping company take appropriate measures to bring the yard up to acceptable standards (as determined by the Board) at the Owner's expense, after due prior notice.

4.11 Drainage. Changes that alter the natural drainage of the Lot shall require Board approval. Retaining walls, fencing and landscaping shall be designed to maintain natural existing patterns.

4.12 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements no structure or planting or other material shall be placed or be permitted to remain which may change the direction or flow of drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for improvements for which a public authority or utility company is responsible.

## ARTICLE V

### Assessments

5.1 Generally. In order to administer the Association and enforce the Amended Declaration, the Association shall have the authority to levy annual assessments and any special assessments. Each Owner's share shall be proportional, determined by the number of Lots in the Property and the total assessment levied. Each Owner shall pay any and all assessments within thirty (30) days after the date of billing. Annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a personal obligation of the Owner and a continuing lien on the Owner's Lot ("Assessment Lien"). Assessment Liens shall be and remain subordinate to the lien of any first property lien created by a mortgage or trust deed.

5.2 Annual Assessments. Annual Assessments shall pay for all expenses associated with the Association's performance of its powers, duties and responsibilities under this Amended Declaration, as well as to pay all property taxes, lighting, insurance, maintenance and other expenses incurred with respect to the Common Areas and any Improvements thereon.

5.3 Special Assessments. The Association may levy special assessments for extraordinary costs for the collective benefit of the Owners only upon the affirmative vote of a majority of the

homeowners voting by mail, at a regular annual meeting of the membership, or at a meeting called for this purpose.

5.4 Fines and Reimbursements. The Board may levy punitive fines or demand reimbursement of fees and expenses (including attorney fees), with interest, incurred in enforcing this Amended Declaration.

5.5 Approval of Assessments. The amount of the Assessments, annual or special, shall be recommended to the Owners at the annual meeting, or a special meeting called for this purpose, and shall require approval of a majority of Owners present and voting. Each Lot shall have one vote.

5.6 Foreclosure of Assessment Lien. The Association may initiate an action to foreclose its Assessment Lien in any manner provided by law or in equity. In any action to foreclose an Assessment Lien against any Lot for nonpayment or delinquency of assessments, any judgment rendered against the Owner of such Lot in favor of the Association shall include a reasonable sum for attorneys fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, both at trial, on appeal and on review, and in addition to taxable costs permitted by law, such amount to be determined by the court before which the matter is heard. Such amount shall be added to the indebtedness of the Owner and shall be secured by the Assessment Lien related thereto.

## ARTICLE VI

### Enforcement

6.1 Remedies cumulative. The remedies provided herein are cumulative, and the Association may pursue them separately or concurrently and may pursue any other remedies that may be available under law or in equity although not expressed herein. Failure to exercise any such remedy shall not be deemed a waiver of such remedy or of any other remedy.

6.2 Right of Entry. The Association and any representative of the foregoing shall have the right, with reasonable cause, to enter upon any Lot for any purpose related to the enforcement of this Amended Declaration. The Association shall have the right to contract with such agents and independent contractors as the Association deems necessary and such parties shall have the same right of access as does the Association.

6.3 Fines. The Board shall have the authority to levy reasonable fines against an Owner if the Owner fails to remedy a violation of the Amended Declaration after first being requested in writing to comply with the Amended Declaration. Any such fines shall be levied against the Owner's Lot and shall become liens against the property until paid in full with accrued interest and legal costs.

6.4 Board Enforcement. If any condition exists that, in the opinion of the majority of the Board, must be remedied, then the Board shall issue a notice notifying the Owner of the condition and the requested corrective action ("Compliance Notice"). In the event that prior approval was never obtained, the Board may issue a Compliance Notice requiring immediate cessation of any unapproved construction or alteration ("Stop Work Order"). If issued a written Stop Work Order, the Owner shall immediately comply. If issued any Compliance Notice, the Owner shall comply in a timely manner, request a meeting with the Board, or submit the matter to final and binding arbitration. If the Owner does not timely request a meeting with the Board or arbitration or fails to timely comply with the Compliance Notice, then the Board shall have the right to perform or authorize performance of the work specified in the Compliance Notice to the Owner and the cost of the work shall be assessed to the Owner in the manner provided herein and if unpaid shall become a lien against the property until paid in full with accrued interest and legal costs.

6.4.1 Meeting with the Board. If the Owner wishes to meet with the Board about a Compliance Notice or Stop Work Order, he shall within five (5) days arrange an informal meeting with the Board or a Board representative to discuss the action. Such a meeting may be held in person or as a telephone conversation. The Board shall have the authority to reduce or waive any fine imposed or to modify the corrective action requested if the Owner demonstrates that it is otherwise in compliance, or shows mitigating circumstances that warrant reduction or modification in the opinion of the Board.

6.4.2 Arbitration. If the Owner chooses to submit the matter to arbitration, the Owner shall notify the Board of his request for arbitration within ten (10) days after the date the Compliance Order was given. The arbitration shall be in accordance with the rules of the Washington County Circuit Court arbitration program. By purchasing a Lot subject to this Declaration, the Owner agrees to pay all fees and costs of the arbitration if the Owner loses. The losing party shall pay to the prevailing party its reasonable costs and attorneys fees incurred in such arbitration.

## ARTICLE VII

### General Provisions

7.1 Non-Waiver. The Association or any Owner shall have the right to legally or equitably enforce all restrictions, conditions, covenants, reservations and easements now or hereafter imposed pursuant to this Amended Declaration. Failure by the Association or by any Owner to enforce any covenant, condition or restriction contained in the Amended Declaration shall not be deemed to constitute a waiver of the right to do so.

7.2 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in effect.



7.3 Amendments. This Amended Declaration may only be amended by the affirmative vote of seventy-five percent (75%) of the homeowners. This Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns for an indefinite period of time unless canceled by a recorded instrument signed by all the Owners of the Lots.

7.4 Assignment of Rights. Any or all rights, powers and reservations of the Association may be assigned to any other organized corporation or association that will assume the duties of the Association hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Association herein. Any such assignment shall not be valid unless approved by a majority of the Board.

7.5 Notice. Any notices, Compliance Order or Stop Work Order given to an Owner shall be in writing and shall be given personally or by certified or registered mail, return receipt requested, and addressed to the Owner, or by e-mail or facsimile.

7.6 Attorneys Fees. In any legal proceeding involving the enforcement of any provision of this Amended Declaration or an interpretation of the rights or liabilities of the Association, or an Owner or occupant, the losing party or parties shall pay the attorneys fees and other reasonable costs of litigation of the prevailing party or parties, both at trial, on appeal and on review, in such reasonable amount as shall be fixed by the court before which the matter is heard. Any such fees awarded to the Association, if not paid by the Owner within 30 days, shall be placed as a lien against the Lot and shall accrue interest until paid.

IN WITNESS WHEREOF, the Undersigned has executed this Amended Declaration on the 18th day of May, 2003.

AMART SUMMER LAKE HOMEOWNERS ASSOCIATION

Signature on File

By: Wayne McCroskey, President

STATE OF OREGON                    )  
County of Washington            ) ss

This document was acknowledged before me this 18th day of May, 2003, by Wayne McCroskey, President of Amart Summer Lake Homeowners Association.

**Signature on File**  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: **4-8-06**

**Signature on File**  
By: **Amy D. Valdez**, Secretary

STATE OF OREGON            )  
County of Washington       ) ss

This document was acknowledged before me this **18th** day of **May**, 2003,  
by **Signature on File**, Secretary of Amart Summer Lake Homeowners  
Association.

**Signature on File**  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: **4-8-06**