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**WHEN RECORDED, RETURN TO:**  
Summerfield Homeowners' Association, Inc.  
1840 Summerfield Avenue  
Eugene, Oregon 97402

**GRANTOR:** Summerfield Homeowners' Association, Inc.,  
an Oregon nonprofit corporation  
**GRANTEE:** Public

**2013 AMENDED AND RESTATED**

**DECLARATION OF**

**COVENANTS, CONDITIONS**

**AND RESTRICTIONS**

**FOR**

**SUMMERFIELD ESTATES**

AFTER RECORDING RETURN TO  
FIDELITY NATIONAL TITLE INSURANCE  
COMPANY OF OREGON  
800 WILLAMETTE ST., #500  
EUGENE, OR 97401

*This instrument filed for record by  
Fidelity National Title Company as an  
accommodation only. It has not been  
examined as to its execution or as to  
its effect upon the title.*

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**FOR**  
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**2013 AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
SUMMERFIELD ESTATES**

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This 2013 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summerfield Estates ("2013 Amended and Restated Declaration") is made by Summerfield Homeowners' Association, Inc., an Oregon nonprofit corporation ("Association").

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**RECITALS**

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**A.** Summerfield Estates is a planned community created by the following documents recorded, as indicated, in the Records of Lane County, Oregon:

Declaration of Covenants, Conditions and Restrictions recorded August 30, 1993 as Document No. 9354958 (the "Declaration").  
Bylaws of Summerfield Homeowners' Association, Inc. (the "Bylaws").  
Plat of Summerfield Estates Subdivision recorded August 30, 1993 in File 74, Slide 98, Plat Records.

**B.** The Declaration was amended by the following instruments recorded in the Records of Lane County, Oregon:

Amendment to Declaration, Covenants, Conditions and Restrictions recorded March 16, 2000 as Document No. 2000-15166.  
Amendment to the Declaration, Covenants, Conditions and Restrictions recorded September 30, 2003 as Document No. 2003-095708.

**C.** Summerfield Homeowners' Association, Inc. is the association of owners formed pursuant to the Declaration and Bylaws and incorporated under the Oregon Nonprofit Corporation Act by Articles of Incorporation filed July 22, 1994, in the office of the Oregon Secretary of State, Corporation Division.

**D.** The property currently subject to the Declaration and the jurisdiction of the Association is described in attached **Exhibit A**.

**E.** 2013 Amended and Restated Bylaws of Summerfield Homeowners' Association, Inc. are being recorded concurrently with this 2013 Amended and Restated Declaration.

**F.** As of January 1, 2002, Summerfield Estates is a Class I Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572 and this 2013 Amended and Restated Declaration.

**G.** The Association desires to amend and restate in its entirety the Declaration and all amendments, including the amendments set forth in Recital B above.



1           **1.11 “Bylaws”** means 2013 Amended and Restated Bylaws of Summerfield  
2 Homeowners’ Association, Inc. recorded concurrently with this Declaration, as they may be  
3 amended from time to time or restated as provided under the Act.  
4

5           **1.12 “Common Area”** means the areas designated as Common Area in Section 4.1  
6 below.  
7

8           **1.13 “Common Expenses”** means expenditures made by or financial liabilities  
9 incurred by the Association, including expenses specified in Section 11.5 below.  
10

11           **1.14 “Common Property”:**  
12

13           (a) Means any real property or interest in real property, including any  
14 improvements located thereon that is owned or leased by the Association or owned as tenants in  
15 common by the Owners. Common Property includes:  
16

17                           (1) Common Area defined in Section 1.12 above.  
18

19                           (2) Property described in attached **Exhibit B**.  
20

21                           (3) Property for which a Declaration of Common Property is recorded  
22 under Section 4.12 below.  
23

24           (b) Does not mean any Lot or other property acquired by the Association:  
25

26                           (1) By foreclosure of the lien for unpaid assessments against the Lot or  
27 other property under ORS 94.550 to 94.783 or deed in lieu of foreclosure of the lien.  
28

29                           (2) As a result of any other suit or action to collect an unpaid  
30 assessment or to enforce compliance with the Declaration or Bylaws or any rules or regulations.  
31

32           **1.15 “Declaration”** means this 2013 Amended and Restated Declaration of Covenants,  
33 Conditions and Restrictions for Summerfield Estates as the document may be amended from  
34 time to time or restated as provided under the Act.  
35

36           **1.16 “Delinquent Owner”** means an Owner if any assessment imposed against the  
37 Owner or the Owner’s Lot is delinquent as provided under Section 12.3 below.  
38

39           **1.17 “Dwelling”** means any Manufactured Home situated on a Lot and designated for  
40 use and occupancy as a single-family residence as provided under Section 8.1 below.  
41

42           **1.18 “Garage”** means a Building (or portion of a Building) that is attached or separate  
43 from a Dwelling and designated for the purpose of parking, storing or sheltering vehicles.  
44

45           **1.19 “Grade”** means any excavation or fill, or any combination thereof, upon all or  
46 any part of a Lot or any slope or other condition that result from an excavation or fill.  
47



1           **1.20**    “Individual” means a human being.

2  
3           **1.21**    “Initial Declaration” means Declaration of Covenants, Conditions and  
4 Restrictions recorded August 30, 1993 as Document No. 9354958, Records of Lane County,  
5 Oregon as amended by the documents specified in Recital B above.

6  
7           **1.22**    “Lot”:

8  
9           (a)    Means a numerically designated and platted lot on a Plat (including the  
10 Dwelling located thereon, unless the context requires otherwise). When applicable, “Lot” means  
11 an area consisting of a portion of any Lot or contiguous portions of any two (2) or more  
12 contiguous Lots that conforms to the requirements of Section 3.3 below.

13  
14           (b)    Lot does not mean any Lot or portion of a Lot designated as Common  
15 Area or other Common Property.

16  
17           **1.23**    “Majority” or “Majority of Owners” means more than fifty percent (50%) of  
18 the voting rights allocated to the Lots under Section 5.3 below.

19  
20           **1.24**    “Manufactured Home” has the meaning given in ORS 446.003, as amended  
21 from time to time.

22  
23           **1.25**    “Mortgage” means a mortgage or trust deed; “Mortgagee” means a mortgagee  
24 or a beneficiary of a trust deed; and “Mortgagor” means a mortgagor or a grantor of a trust  
25 deed.

26  
27           **1.26**    “Oregon Nonprofit Corporation Act” means ORS Chapter 65.

28  
29           **1.27**    “Owner”

30  
31           (a)    “Owner” means the person or persons owning any Lot (including the  
32 holder of a vendee’s interest under a land sale contract, unless otherwise stated in the contract),  
33 but does not include a tenant or holder of a leasehold interest or a person holding only a security  
34 interest in a Lot (including the holder of a vendor’s interest under a land sale contract, unless  
35 otherwise stated in the contract).

36  
37           (b)    Unless the context or a specially applicable definition clearly requires  
38 otherwise, for the purpose of subsection (a) of the section, the term “person” includes individuals  
39 and entities, including, without limitations, corporations, limited liability companies,  
40 partnerships and trusts.

41  
42           **1.28**    “Owner in Good Standing” means an Owner who is not a Delinquent Owner  
43 defined under Section 1.16 above.

44  
45           **1.29**    “Parking Space” means a portion of a Lot designated for the purpose of parking  
46 one (1) vehicle in accordance with Section 8.3 below.

1           **1.30**    “Percent of Owners” or “Percentage of Owners” means the percent of the  
2 voting rights allocated under Section 5.3 below.

3  
4           **1.31**    “Personal Assessment” means an assessment imposed by the Association under  
5 Section 11.1(a)(2) below.

6  
7           **1.32**    “Planned Community,” “Property” and “Properties” mean the property  
8 described on attached **Exhibit A** and all Improvements located thereon.

9  
10          **1.33**    “Planting” means any tree, shrub, bush, vine, flower or other plant belonging to  
11 the kingdom of Plantae in either landscaped or natural state.

12  
13          **1.34**    “Plat” means the plat of Summerfield Estates Subdivision recorded August 30,  
14 1993 in File 74, Slide 98, Plat Records of Lane County, Oregon, and any affidavits of correction  
15 or post-monumentation thereto.

16  
17          **1.35**    “Resolution” means a written document that is adopted by the Board of Directors  
18 at a meeting of the Board or by the Owners at a meeting of the Owners that represents an action  
19 taken by the Board or the Owners for the purpose of adopting rules or regulations and that is  
20 included in the minutes for the meeting at which the resolution was adopted.

21  
22          **1.36**    “Rules and Regulations” means those policies, procedures, rules and regulations  
23 adopted by the Board of Directors or Owners pursuant to the authority granted in this  
24 Declaration, the Bylaws or the Act.

25  
26          **1.37**    “Side Lot Line” means any boundary line of a Lot that is not a front or rear Lot  
27 line.

28  
29          **1.38**    “Street” means roads as shown on the Plat.

30  
31          **1.39**    “Structure” means anything erected, constructed, placed, laid or installed in, on  
32 or over and part of the Property, including, without limitations, Buildings, Accessory Buildings,  
33 Dwellings and swimming pools, the use of which requires a location on or in the ground. Unless  
34 the context requires otherwise in this Declaration, Structure includes eaves, steps, driveways or  
35 open walkways.

36  
37          **1.40**    “Summerfield Estates” means the Planned Community.

38  
39          **1.41**    “Voting Rights” means the portion of the votes allocated to a Lot under Section  
40 5.3 below.

41  
42          **1.42**    Additional Definitions. Unless the context clearly requires otherwise:

43  
44                   (a)    Incorporation by Reference. Except as otherwise provided in this  
45 Declaration, terms used in this Declaration, whether or not capitalized, that are defined in ORS  
46 94.550 have the meanings set forth in ORS 94.550.

1 (b) Other Definitions. Terms that are not defined in this article but are  
2 defined elsewhere in this Declaration, whether or not capitalized, have the respective meanings  
3 given them in the provisions of this Declaration.  
4

5 **ARTICLE 2**  
6 **PROPERTY SUBJECT TO THIS DECLARATION;**  
7 **DESCRIPTION AND CLASSIFICATION**  
8 **OF PLANNED COMMUNITY**  
9

10 **2.1 The Property.** Association hereby declares that all of the property described in  
11 attached **Exhibit A** shall be owned, conveyed, hypothecated, encumbered, used, occupied and  
12 improved subject to this Declaration. The easements, covenants, conditions, restrictions and  
13 charges, described in this Declaration run with the Property and are binding upon all parties  
14 having or acquiring any right, title or interest in the Property or any part thereof and inure to the  
15 benefit of the Association and each Owner.  
16

17 **2.2 Land Classification.** The Planned Community consists of Lots and Common  
18 Property.  
19

20 **2.3 Classification of Planned Community; Application of Act.** The Property is a  
21 Class I Planned Community and subject to the provisions of the Act as provided in ORS 94.572  
22 and this Declaration and the Bylaws.  
23

24 **ARTICLE 3**  
25 **PROPERTY RIGHTS IN LOTS**  
26

27 **3.1 Owner's General Right to Use and Benefit of Lot.** Except as otherwise  
28 expressly provided in this Declaration or the Bylaws, the Owner of a Lot is entitled to the  
29 exclusive use and benefit of the Lot. Each Lot is bound by and the Owner shall comply with the  
30 restrictions contained in Articles 6, 7 and 8 below and all other provisions of this Declaration and  
31 the Bylaws for the mutual benefit of all Owners.  
32

33 **3.2 Restriction on Lot Division.** A Lot may not be subdivided, partitioned or  
34 otherwise divided.  
35

36 **3.3 Lot Line Adjustments.** With the written approval of the Board of Directors, the  
37 Owners of adjoining Lots may elect to adjust the property line between the Lots as may be  
38 permitted by Lane County, Oregon in accordance with any applicable ordinances or regulations.  
39 However, no property line adjustment, including by a partition plat, may result in the elimination  
40 of a Lot.  
41

42 **3.4 Easements Shown on the Plat.** Each Lot is subject to the easements shown on  
43 the Plat.  
44

45 **3.5 Right of Entry.** In addition to the easements shown on the Plat or provided for  
46 under this Declaration, the Bylaws or law, Lots are subject to the following for the benefit of  
47 Owners and the Association:  
48

1 (a) Lots. From time to time at reasonable intervals, upon request given to the  
2 Owner and occupant, any person authorized by the Association may enter a Lot to:

3  
4 (1) Perform maintenance, repair and replacements under Sections 6.7  
5 or 10.3 below.

6  
7 (2) Make emergency repairs to a Lot that are necessary for the public  
8 safety or to prevent damage to Common Property or to another Lot.

9  
10 (3) Determine whether or not the Lot is then in compliance with this  
11 Declaration, the Bylaws and any Rules and Regulations.

12  
13 (b) Requests for Entry. Requests for entry must be made in advance and at a  
14 time convenient to the Owner or occupant, except in the case of emergency, when the right is  
15 immediate. An emergency entry may not be deemed to constitute a trespass or otherwise create  
16 any right of action in the Owner of the Lot.

17  
18 **ARTICLE 4**  
19 **PROPERTY AND USE RIGHTS**  
20 **IN COMMON PROPERTY**

21  
22 **4.1 Designation of Common Area and Other Common Property.**

23  
24 (a) Common Area. The following described property is Common Area for the  
25 purposes of this Declaration:

26  
27 All of the real property as shown on the Plat, except Lots 1 through 113.

28  
29 (b) Designation of Additional Common Property. Property not located within  
30 the Planned Community may be annexed to the Planned Community and designated Common  
31 Property and a Lot may be converted and designated Common Property as provided in Sections  
32 4.11 and 4.12 below.

33  
34 **4.2 Title to Common Area and Other Common Property.** Fee title to the  
35 Common Area designated in Section 4.1(a) above and the property described in attached **Exhibit**  
36 **B** is vested in the Association by the following deeds recorded in the Records of Lane County,  
37 Oregon:

38  
39 Deed recorded September 5, 1996 as Document No. 9660197 (Common Area).  
40 Deed recorded December 15, 1997 as Document No. 978448 (Property described  
41 in attached **Exhibit B**).

42  
43 **4.3 Owner Easement of Use and Enjoyment.** Subject to the provisions of this  
44 article and other provisions of this Declaration, every Owner and Owner's invitee have a right  
45 and easement of use and enjoyment in and to the Common Property. The easement is  
46 appurtenant to and passes with the title to every Lot as provided in ORS 94.733.

1           **4.4    Nonresident Owner Restrictions; Delegation of Use.**  
2

3           (a)    Definition of Nonresident Owner. As used in this section “Nonresident  
4 Owner” means an Owner who has rented or leased Owner’s Lot or otherwise does not have the  
5 right to occupy Owner’s Lot.  
6

7           (b)    Nonresident Owner Restriction. Notwithstanding any other provisions of  
8 this Declaration or the Bylaws, a Nonresident Owner does not have a right to use any Common  
9 Property except for roads for access to Owner’s Lot. This restriction does not preclude an  
10 Owner from attending meetings of the Association or Board of Directors or exercising any other  
11 rights of an Owner as a member of the Association.  
12

13           (c)    Delegation of Use. Subject to Subsection (b) of this section, an Owner  
14 may delegate Owner’s right of enjoyment to the Common Property to other occupants, tenants,  
15 or contract purchasers who reside on the Property, whose use of the Common Property is subject  
16 to this Declaration, the Bylaws and all rules and regulations.  
17

18           **4.5    Extent of Owners’ Rights.** The rights of use and enjoyment in the Common  
19 Property are subject to the following and all other provisions of this Declaration:  
20

21           (a)    Easements.  
22

23           (1)    The following easements over, under and upon the Common  
24 Property are granted for the benefit of the Association and all Owners of Lots within the  
25 Property:

26                   (A)    An easement on all Common Property for underground  
27 installations and maintenance of power, gas, electric, water and other utility and communication  
28 lines and services and any easement shown on the Plat.  
29

30                   (B)    An easement over all roadways for vehicular access within  
31 the Property and to adjacent areas.  
32

33                   (C)    An easement for construction, maintenance, repair and use  
34 of Common Property, including common facilities located thereon.  
35

36           (2)    Any public authority or utility provider has an easement over the  
37 Common Property for the installation, maintenance and development of utilities, including,  
38 without limitation, streetlights, water meters, fire hydrants and drainage facilities.  
39

40           (b)    Use of Common Property.  
41

42           (1)    Except as otherwise provided in this section, Section 4.4 above and  
43 other provisions of this Declaration, the Common Property is reserved for the exclusive use and  
44 enjoyment of all Owners and no private use may be made of the Common Property.  
45

46           (2)    Pursuant to Article 8 of the Bylaws, the Board of Directors may  
47 adopt rules that govern use of Common Property, including, without limitation, rules that:  
48

1 (A) Provide that after giving notice for an opportunity for a  
2 hearing, the Board of Directors may suspend the right of an Owner to use any recreation or other  
3 facilities located on Common Property for any period when the Owner is a Delinquent Owner.  
4 The suspension of the right to use the facilities applies to any individual whose right is derived  
5 from the Owner.

6  
7 (B) Limit the number of guests or Owners permitted to use the  
8 Common Properties during a specified period.

9  
10 (C) Require a reasonable charge for admission and other fees  
11 for the use of any recreational facility located on Common Property and govern the use of the  
12 facilities.

13  
14 (3) The Common Property and any facilities thereon must be used for  
15 the purposes for which the same are reasonably intended, and their use, operation and  
16 maintenance may not be obstructed, damaged or unreasonably interfered with by any Owner or  
17 other person.

18  
19 **4.6 Use of Clubhouse.** Subject to Section 4.4 above and other provisions of this  
20 Declaration:

21  
22 (a) The clubhouse and any other recreation facilities located on Common  
23 Property are intended for the use of all Owners. However, in addition to Section 4.4 above,  
24 pursuant to Article 8 of the Bylaws, the Board may adopt rules that:

25  
26 (1) Permit an Owner or resident of a Dwelling to reserve the use of the  
27 clubhouse or other recreation facility for use by the Owner or occupant for reasonable periods as  
28 provided in this section.

29  
30 (2) Provide that the Board of Directors may permit the use of the club  
31 house for events such as self-improvement classes, lectures or seminars as long as the primary  
32 intent of the event is not for financial gain or business benefit of the "outside interest" or Owner.

33  
34 (3) Define the term "outside interest" used in Paragraph (2) of this  
35 subsection.

36  
37 (b) In addition to the restrictions of Section 4.5(b) above, reservations for use  
38 of the clubhouse under this section may only be for private purposes such as family or social  
39 gatherings. The clubhouse may not be used for business or commercial purposes or activities,  
40 including, without limitation, fundraisers.

41  
42 (c) Reservations under this section must be pursuant to a reservation system  
43 and rules adopted by resolution of the Board. The rules:

44  
45 (1) To the greatest extent feasible, must prescribe a reservation system  
46 that will provide all Owners and residents of Dwellings an equal opportunity to reserve use of a  
47 recreation facility.

1 (2) May require that a fee be charged to cover any additional costs  
2 incurred by the Association for use of the facility. The fee may include an initial deposit  
3 determined appropriate by the Board based on the event, including considerations such as  
4 number of persons anticipated to use the facility and the nature of activities.  
5

6 **4.7 Recreational and Commercial Vehicle Parking; Boat Storage.** In addition to  
7 Section 4.5 above, by rules adopted under Article 8 of the Bylaws, the Board of Directors may  
8 adopt rules that designate a part of the Common Property for the parking and storage of  
9 recreational and commercial vehicles and storage of boats. The rules:

10 (a) Shall establish an application or permit process.

11 (b) May establish a system that assigns specific spaces to Owners. If specific  
12 spaces are assigned, the system must include, without limitation:  
13

14 (1) That all Owners have an equal opportunity to be assigned a  
15 specific space.  
16

17 (2) Establish a waiting list according to the date the application was  
18 received so that the Owner whose application was earliest received will have the first opportunity  
19 to be assigned a specific space.  
20

21 (c) May establish a fee or rental schedule.  
22

23 (d) May prescribe any other conditions or requirements the Board determines  
24 appropriate or necessary.  
25

26 **4.8 Alienation and Monetary Encumbrances.**  
27

28 (a) The Association may sell, transfer, convey or subject to a security interest  
29 any portion of the Common Property if eighty percent (80%) or more of the Owners vote in  
30 favor of the action as provided in the Act.  
31

32 (b) A sale, transfer, conveyance or encumbrance by a security interest of the  
33 Common Property or any portion of the Common Property may provide that the Common  
34 Property be released from any restriction imposed on the Common Property by the Declaration  
35 or other governing document if the request for approval of the action also includes approval of  
36 the release. However, a sale, transfer or encumbrance may not deprive any Lot of its right of  
37 access to or support for the Lot without the consent of the Owner of the Lot.  
38

39 (c) The Association shall treat proceeds of any sale under this section as an  
40 asset of the Association.  
41  
42  
43

1           **4.9    Grant of Easements and Other Interests.**

2  
3           (a)    Authority to Grant. In addition to Section 4.5 above, the Association may  
4 execute, acknowledge and deliver leases, easements, rights of way, licenses and other similar  
5 interests affecting Common Property and consent to vacation of roadways within and adjacent to  
6 Common Property as provided in the Act.

7  
8           (b)    Use of Proceeds. The Association shall treat proceeds of any grant or  
9 consent to vacation under this section as an asset of the Association.

10  
11           **4.10   Judicial Partition Prohibited.** Judicial partition by division of any Common  
12 Property under ORS 105.205 is not allowed.

13  
14           **4.11   Designation of Additional Common Property.**

15  
16           (a)    Proposals. A proposal to annex property to the Planned Community as  
17 Common Property or to convert and designate a Lot as Common Property under this section  
18 must be by resolution of the Board of Directors. A proposal may provide, in addition to other  
19 provisions, that:

20  
21                   (1)    The Association purchases the property as Common Property or  
22 arranges for the purchase and assesses Owners as an Association Maintenance and Operation  
23 Assessment accordance with Article 11 below.

24  
25                   (2)    The Association agrees that property be conveyed to the  
26 Association as Common Property subject to such terms and conditions as may be appropriate.

27  
28           (b)    Limitation. A proposal to annex property to the Planned Community may  
29 not include a change to any provision of this Declaration unless the provision is amended in  
30 accordance with Article 13 below.

31  
32           (c)    Approvals Required. A proposal under this section must be approved by a  
33 vote of Owners representing at least sixty-six percent (66%) of the voting rights present in  
34 person or by proxy or absentee ballot, if permitted under Section 3.12 of the Bylaws, at annual or  
35 special meeting called for the purpose of voting on the matter.

36  
37           **4.12   Declaration of Common Property.**

38  
39           (a)    If a proposal is approved under Section 4.11 above, unless the property  
40 has been conveyed to the Association, concurrently with the recording of the deed to the  
41 Association, a declaration of Common Property must be executed and recorded as provided in  
42 this section. The declaration shall:

43  
44                   (1)    Include a reference to recording index numbers and date of  
45 recording of this Declaration.



1 (2) Include a description of the property being designated as Common  
2 Property described as for recording in ORS 93.600.

3  
4 (3) When appropriate, identify the property by letter or other  
5 designation.

6  
7 (4) State that the property is being designated as Common Property  
8 pursuant to Sections 4.1 and 4.11 above and that a deed conveying the property to the  
9 Association is being recorded concurrently with the Declaration of Common Property. If the  
10 Association owns the property, include a reference to recording index numbers and date of  
11 recording of deed or other instrument of conveyance.

12  
13 (5) Include any other provisions, consistent with this Declaration  
14 necessary for the administration of the Association and the Planned Community.

15  
16 (b) The declaration shall:

17  
18 (1) Be executed by the president and secretary on behalf of the  
19 Association and acknowledged in the manner provided for acknowledgment of deeds by the  
20 officers.

21  
22 (2) Include a certification by the officers that conveyance was  
23 approved by the Owners in accordance with this article.

24  
25 (3) Be recorded in the Records of Lane County, Oregon.

26  
27 **ARTICLE 5**  
28 **GOVERNANCE OF THE PLANNED COMMUNITY**

29  
30 The administration, management and operation of the Planned Community shall be by  
31 the Association as provided in this article, the Articles of Incorporation and the Bylaws.

32  
33 **5.1 Association Organization.**

34  
35 (a) Incorporation. The Association is organized as a nonprofit corporation  
36 under the Oregon Nonprofit Corporation Act. The name of the association is "Summerfield  
37 Homeowners' Association, Inc."

38  
39 (b) General Powers, Duties and Obligations. The Association has such  
40 powers and duties as may be granted to it or imposed by the Act, including each of the powers  
41 and duties set forth in ORS 94.630 as the statute may be amended to expand the scope of  
42 association powers and duties, together with such additional powers and duties afforded by this  
43 Declaration, the Bylaws, the Oregon Nonprofit Corporation Act and other documents specified  
44 in Section 8.18 below. The duties include:

45  
46 (1) The establishment of reserve accounts in accordance with Section  
47 9.4 of the Bylaws; and

1 (2) The preparation, review and update of the reserve study and  
2 maintenance plan described under ORS 94.595 in accordance with Section 10.1 below and  
3 Section 9.4 of the Bylaws.

4  
5 (c) Bylaws. 2013 Amended and Restated Bylaws of Summerfield  
6 Homeowners' Association, Inc. being recorded concurrently with this Declaration in the Records  
7 of Lane County, Oregon govern the operation of the Association and the Planned Community.

8  
9 (d) Board of Directors. The affairs of the Association shall be governed by a  
10 Board of Directors as provided in the Bylaws.

11  
12 **5.2 Automatic Membership**. Each Owner is automatically a member of the  
13 Association. The rights, obligations and other entitlements granted to or imposed upon an  
14 Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of  
15 the ownership. However, termination of ownership does not discharge an Owner from  
16 obligations incurred prior to termination.

17  
18 **5.3 Voting Rights**.

19  
20 (a) Allocation of Voting Rights. Each Lot is allocated one (1) vote in the  
21 affairs of the Association. If an Owner owns more than one (1) Lot, the person has one (1) vote  
22 for each Lot owned. The Board of Directors is entitled to vote on behalf of any Lot that has been  
23 acquired by or on behalf of the Association. However, the Board of Directors is not entitled to  
24 vote any Lot owned by the Association in any election of directors. The method of voting is as  
25 specified in the Bylaws.

26  
27 (b) Suspension of Voting Rights. The right of an Owner to vote may be  
28 suspended as provided in Section 3.7 of the Bylaws.

29  
30 **ARTICLE 6**  
31 **ARCHITECTURAL AND LANDSCAPING RESTRICTIONS**

32  
33 **6.1 Dwellings on Lots**.

34  
35 (a) Limitations. Not more than one (1) Dwelling may be located on any Lot.  
36 A site built residence may not be constructed on any Lot.

37  
38 (b) Dwelling Size. Unless authorized by Architectural Standards and  
39 Guidelines or approved by the Architectural Review Committee, the exterior dimensions of each  
40 Dwelling, exclusive of Garages, open terraces, open patios, open porches and breeze ways, may  
41 not be less than twelve hundred (1,200) square feet and may not be less than a "double wide"  
42 unit (minimum of 24 feet wide).

43  
44 (c) Installation. Each Dwelling shall be installed in such a manner that the  
45 finished floor is approximately twenty-seven (27) inches above the Lot pad. Dwellings must be  
46 skirted approximately twelve (12) inches above Grade.

1           **6.2    Garages and Driveways on Lots.**  
2

3           (a)    A Lot on which a Dwelling is located must include a site-built Garage that  
4 has adequate space for two (2) Passenger Vehicles, as defined under Section 8.3 below, and not  
5 less than four hundred (400) square feet for storage space.  
6

7           (b)    In no event may a Garage be constructed closer to the property line from  
8 which the driveway enters than seventeen (17) feet from the property line.  
9

10          (c)    The peak of the Garage may not be higher than the peak of the Dwelling  
11 on the Lot and no higher than eighteen (18) feet from the driveway Grade. The pitch of the  
12 Garage roof must be compatible with the pitch of the Dwelling.  
13

14          (d)    Any Garage with a Garage door higher than eight (8) feet must be set back  
15 at least four (4) feet from the front of the Dwelling on the Lot.  
16

17          (e)    Unless authorized by Architectural Standards and Guidelines or approved  
18 by the Architectural Review Committee, no Garage door may exceed ten (10) feet in height.  
19

20          (f)    The apron to the Garage entrance on the Lot must be sufficiently wide and  
21 long to accommodate the parking of two (2) Permitted Passenger Vehicles as defined under  
22 Section 8.3 below.  
23

24          (g)    Access driveways, the apron to the Garage and other paved areas for  
25 vehicular use on a Lot must have a wearing surface of concrete.  
26

27          **6.3    Parking Spaces on Lots.** All Lots must include at least two (2) Parking Spaces  
28 that comply with Architectural Standards and Guidelines.  
29

30          **6.4    Location of Structures and Plantings on Lots.**  
31

32          (a)    Setback Lines; Corner Lots. Unless authorized by Architectural Standards  
33 and Guidelines or approved by the Architectural Review Committee:  
34

35               (1)    Subject to Subsection (b) of this section, all Structures must be set  
36 back five (5) feet from all Side Lot lines and all rear Lot lines and seventeen (17) feet from any  
37 property line abutting a Street. However, for a Corner Lot, the seventeen (17) foot set back  
38 requirement only applies to the front of the Lot and a ten (10) foot setback is required for the side  
39 of the Lot that abuts the other Street.  
40

41               (2)    Any Owner of a Corner Lot which desires to construct a “drive  
42 through” driveway which adjoins both Streets shall designate one entrance as the “primary”  
43 driveway entrance.  
44

45          (b)    Corner Lot Definition. As used in this section, “Corner Lot” means a Lot  
46 that has a Street on two (2) sides.  
47

1 (c) Boundary Fences. Fences or walls along a Side Lot Line or a rear Lot line  
2 may be erected and maintained if authorized by Architectural Standards and Guidelines or with  
3 the approval of the ARC.

4  
5 (d) Common Boundary Fences. With the approval of the Architectural  
6 Review Committee, Owners of Lots that have a common property line may locate a fence, wall  
7 or other barrier on the boundary between the Lots.

8  
9 (e) Structures and Plantings in Restricted Area.

10  
11 (1) No fence, hedge or other Planting (except trees), wall or other  
12 visual barrier that is greater than three (3) feet in height may be erected or maintained on any Lot  
13 forward of a line parallel with either the Dwelling or Garage.

14  
15 (2) No fence, hedge or other Planting, except existing trees, wall or  
16 other visual barrier greater than six (6) feet in height may be erected or maintained on any Lot,  
17 unless authorized by Architectural Standards and Guidelines or approved by the Architectural  
18 Review Committee and the Board.

19  
20 **6.5 Additional Restrictions and Requirements**.

21  
22 (a) Chimneys. Unless authorized by Architectural Standards and Guidelines  
23 or approved by the Architectural Review Committee, a chimney may not extend more than four  
24 (4) feet above height of the Dwelling on the Lot.

25  
26 (b) Chain Link Fences. No chain link fence may be erected and maintained  
27 on any Property unless the fence is coated with colored vinyl.

28  
29 (c) Metal Storage Sheds. Metal storage sheds may not be erected or  
30 maintained on any Lot.

31  
32 **6.6 Completion of Structures**.

33  
34 (a) Dwelling. Installation of a Dwelling, including all foundations, driveway,  
35 walks, decks, steps, Garage and other requirements of the ARC, must be completed within one  
36 hundred and twenty (120) days from the date of delivery of a Dwelling to a Lot.

37  
38 (b) Hardship. In the event of undue hardship due to weather conditions or  
39 other extenuating circumstances, the periods specified in this section may be extended for a  
40 reasonable length of time upon written approval from the Board of Directors.

41  
42 (c) Completion. As used in this section “complete” or “completion” means  
43 the date all final inspection permits are issued by the City of Eugene and County of Lane County,  
44 Oregon.



1           **7.3    Hardship Exception.**

2  
3           (a)    Hardship Application. To avoid undue hardships or practical difficulties,  
4 an Owner or authorized representative of an Owner may submit an application for a Hardship  
5 Exception to the Board of Directors for approval to permit the Dwelling to be occupied without  
6 at least one (1) occupant being fifty-five (55) years of age or older in accordance with Section  
7 7.1 above. The application must be for one of the following individuals or reasons:

8  
9                   (1)    The surviving spouse of a deceased Owner who was fifty-five (55)  
10 years of age or older at his or her death.

11  
12                   (2)    The devisee or heir of a deceased Owner who was fifty-five (55)  
13 years of age or older at his or her death.

14  
15                   (3)    The divorced spouse of an Owner who was age fifty-five (55)  
16 years or older when the decree of dissolution was entered awarding the Dwelling to the divorced  
17 spouse.

18  
19           (b)    Board Action. Subject to Subsection (c) of this section, if the application is  
20 for one of the individuals or reasons specified in Subsection (a) of this section, the Board of  
21 Directors shall approve an application and grant a Hardship Exception under this section.

22  
23           (c)    Limitation. The Board may not approve an application under this section  
24 if the approval results in there being Hardship Exceptions for more than twenty percent (20%) of  
25 the Dwellings at any one time or any other limitation imposed under HOPA (Housing for Older  
26 Persons Act of 1995, Title VIII of the Civil Rights Act of 1968 (the Federal Fair Housing Act),  
27 as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act)) and any  
28 further amendments thereto.

29  
30           **7.4    Rules.** Pursuant to Article 8 of the Bylaws, the Board of Directors shall adopt  
31 rules that implement this article, including, without limitation rules that:

32  
33                   (a)    Prescribe the procedure for application, review and approval of a Hardship  
34 Exception under this article.

35  
36                   (b)    Prescribe time periods when individuals under the age of eighteen (18)  
37 may reside in a Dwelling on a temporary visiting basis.

38  
39                   (c)    Establish procedures or policies required to comply with HOPA and any  
40 rules adopted thereunder, including, without limitation, procedures for verification of occupancy.  
41

**ARTICLE 8**  
**RESTRICTIONS ON USE**

**8.1 Residential Purposes; Commercial Activities Prohibited.**

(a) Lots may only be used for single-family residential purposes as provided under ordinances and regulations of the City of Eugene, Oregon.

(b) No trade, craft, business, profession, commercial or similar activities of any kind may be conducted in any Dwelling or in any other portion of a Lot without the consent of the Board of Directors in accordance with Subsection (c) of this subsection. However, this subsection may not be construed so as to prevent or prohibit an Owner from:

(1) Maintaining Owner's professional personal library.

(2) Keeping Owner's personal business or professional records or accounts.

(3) Handling Owner's personal business or professional communications.

(4) Conducting activities of an Owner relating to the sale of Owner's Lot or the rental or leasing of Owner's Lot permitted under Section 8.16 below.

(5) Occasionally conferring with business or professional associates, clients, or customers, in Owner's Dwelling.

(6) Subject to compliance with applicable local ordinances or regulations, using the Dwelling as a "home office" provided clients, customers and employees do not regularly visit the "home office."

(c) An Owner may submit a written request to the Board of Directors for approval to conduct commercial activities not otherwise permitted under this section. The Board, in its sole discretion, may permit an activity only if:

(1) Clients, customers, vendors and employees do not regularly visit the Planned Community.

(2) The type of activity will not unreasonably disturb other Owners or occupants of Dwelling.

(3) The activity is not in violation of any law or regulation or ordinance of the local governing body.

(d) In accordance with Section 8.17 below, the Board may adopt an application and approval procedure and other rules necessary to implement this section.

1           **8.2   Animals.**  
2

3           (a)   Animal Definition. As used in this section “animal” means any nonhuman  
4 mammal, bird, reptile, amphibian or fish.  
5

6           (b)   Prohibited Animals. Except as provided in Subsection (c) and (d) of this  
7 section, no animals may be raised, bred or kept in a Dwelling or other part of a Lot.  
8

9           (c)   Permitted Animals. The following animals may be kept within a Lot  
10 without the prior approval of the Board of Directors provided they are not raised or bred for  
11 commercial purposes:  
12

13                   (1)   Two (2) dogs or two (2) cats or one (1) dog and one (1) cat.  
14

15                   (2)   Fish in a properly maintained aquarium.  
16

17                   (3)   A reasonable number of birds confined to a cage.  
18

19           (d)   Board Approval to Keep Other Animals. An Owner may apply to the  
20 Board of Directors for approval to keep animals other than permitted under Subsection (c) of this  
21 section. The Board, in its sole discretion, may permit other animals to be kept in a Lot. When  
22 reviewing an application for approval, the Board may consider the number of animals, the  
23 animal’s size (by weight, height or other characteristic), breed or species or any other relevant  
24 criteria to minimize the possibility of violations of this section or other provisions of this  
25 Declaration or the Bylaws. A decision of the Board under this subsection requires the unanimous  
26 approval of the Board.  
27

28           (e)   Restrictions.  
29

30                   (1)   No animal may be permitted to cause or create a nuisance or  
31 unreasonable disturbance or noise.  
32

33                   (2)   All dogs must be carried or under the control of an individual by  
34 leash, electronic collar or other means of control while outside a Dwelling or other part of a Lot.  
35 No cat, dog or other animal may be allowed to run at large.  
36

37                   (3)   Any inconvenience, damage or unpleasantness caused by animals  
38 is the responsibility of the respective Owner of the animal. Owners are responsible for the  
39 removal of all waste of their animals.  
40

41           (f)   Rules. Pursuant to Article 8 of the Bylaws, the Board of Directors may  
42 adopt rules to implement this section. The rules may, without limitation, prescribe a maximum  
43 number of birds considered reasonable under Subsection (c) of this section.  
44

45           (g)   Compliance with Laws and Local Ordinances and Regulations. In  
46 addition to the restrictions under this section and rules adopted by the Board under Subsection (f)  
47 of this section, the keeping of dogs, cats and other animals within the Planned Community is  
48



1 subject to all applicable laws and local ordinances and regulations, including, without limitation  
2 registration and inoculation requirements.

3  
4 (h) Additional Remedy. In addition to any action that may be taken under this  
5 Declaration, the Bylaws or law, after notice and an opportunity for a hearing, the Board of  
6 Directors require the removal of any animal that the Board, in the exercise of reasonable  
7 discretion, finds is unreasonably disturbing occupants of Dwellings in violation of this section.  
8 The Board may exercise this authority for specific animals even though other animals are  
9 permitted to remain.

10  
11 **8.3 Vehicles and Parking.**

12  
13 (a) Definitions. As used in this section:

14  
15 (1) "Passenger Vehicles" means automobiles, minivans, sports utility  
16 vehicles, light trucks and motorcycles.

17  
18 (2) "Permitted Passenger Vehicles" means Passenger Vehicles that fit  
19 within the enclosed garage located on the Lot, are operable and are not in violation of Subsection  
20 (e) of this section.

21  
22 (b) General Parking Restriction. Except as permitted in this subsection, no  
23 vehicles, including, without limitation, Passenger Vehicles, motor homes, recreational vehicles,  
24 camper trucks, boats, trailers, moving vans and other similar vehicles and equipment, may be  
25 parked or stored on any part of a Lot or Common Property (including any Streets) other than  
26 within the confines of an enclosed garage, unless authorized by rules adopted under Subsection  
27 (g) of this section without the written consent of the Board of Directors.

28  
29 (1) Permitted Passenger Vehicles. Permitted Passenger Vehicles may  
30 be parked or stored in a Parking Space, the driveway of a Lot or any portion of Common  
31 Property that is designed by the Board of Directors for the parking or storage of Permitted  
32 Passenger Vehicles. However, not more than two (2) Permitted Passenger Vehicles may be  
33 parked or stored in a driveway.

34  
35 (2) Recreational Vehicles. Motor homes, recreational vehicles, boats,  
36 trailers and other similar vehicles and equipment may be parked or stored in any portion of  
37 Common Property that is designated for the parking of the vehicles by rules adopted by the  
38 Board of Directors. The rules may establish the assignment of spaces and prescribe a fee as  
39 described in Section 4.7 above.

40  
41 (3) Loading and Unloading. Motor homes, recreational vehicles,  
42 boats, trailers, moving vans and other similar vehicles and equipment may be parked in a Parking  
43 Space or the driveway of a Lot or in Common Property for the purpose of loading and unloading  
44 as permitted by rules adopted by the Board under Subsection (g) of this Section.  
45

1 (c) Use of Garages and Parking Spaces.

2  
3 (1) Any Garage or Parking Space on a Lot may only be used by an  
4 Owner, occupant or guest of the Owner or occupant of the Dwelling.

5  
6 (2) No vehicles may be parked in such a manner as to extend over or  
7 beyond a sidewalk or curb of a Street.

8  
9 (d) Guest and Employee Designated Parking. An Owner or occupant of a  
10 Dwelling may not park any vehicle in a space designated for guest or employee parking without  
11 the prior approval of the manager or other individual authorized by the Board of Directors.

12  
13 (e) Condition of Vehicles.

14  
15 (1) Vehicles in Disrepair. An Owner may not permit any vehicle that  
16 is in an extreme state of disrepair, inoperable or with an expired license or without any license to  
17 be abandoned or to remain parked upon any part of the Planned Community unless the vehicle is  
18 within a Garage. A vehicle is deemed in an "extreme state of disrepair" when the Board of  
19 Directors reasonably determines that its presence offends the occupants of other Dwellings.

20  
21 (2) Noisy Vehicles. Excessively noisy vehicles are not permitted on  
22 the Property. All vehicles must have adequate mufflers.

23  
24 (f) Maximum Speed Limit. Unless otherwise provided by rules adopted by  
25 the Board of Directors, the maximum speed permitted on Streets is twenty (20) miles per hour.

26  
27 (g) Rules and Regulations. Pursuant to Section 8.17 below, the Board of  
28 Directors shall adopt rules necessary to implement this section. The rules may include the right  
29 to tow vehicles or equipment parked or stored in violation of this section and to assess the towing  
30 and storage costs to the Owner as a Personal Assessment under Article 11 below.

31  
32 **8.4 Unlawful Activities.** No unlawful use may be made of the Planned Community  
33 or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental  
34 bodies having jurisdiction thereof must be observed.

35  
36 **8.5 Offensive Conditions and Activities; Nuisances.**

37  
38 (a) No noxious, offensive or unsightly conditions, including, but not limited  
39 to, the placement or storage of car parts and appliances, or activities may be permitted on any  
40 Lot or other portion of the Planned Community.

41  
42 (b) Nothing may be done in or placed upon any Lot that unreasonably  
43 interferes with or jeopardizes the enjoyment of other Lots or the Common Property or that is a  
44 source of annoyance or is or may become nuisance to residents.

45  
46 (c) An Owner may not permit any thing or condition to exist upon Owner's  
47 Lot that may induce, breed or harbor infectious plant diseases.

1 (d) Residents shall exercise extreme care about making noises or the use of  
2 musical instruments, radios, televisions, or amplifiers and may not disturb other residents. The  
3 Board of Directors may adopt rules that prescribe "Quiet Hours" to be observed in the Planned  
4 Community.

5  
6 **8.6 Rubbish and Trash.**

7  
8 (a) No part of the Planned Community may be used or maintained as a  
9 dumping ground for yard cutting or debris, rubbish, trash, garbage, or any other waste.

10  
11 (b) No yard cuttings or other yard debris, garbage, trash or other waste may be  
12 kept or maintained on any part of the Property except in sanitary trash receptacles.

13  
14 (c) Trash receptacles must be kept in a clean and sanitary condition and in an  
15 area that is not visible from the Street or another Lot, except on the day of pick-up by the  
16 sanitation company.

17  
18 **8.7 Increase in Insurance Cost.** Nothing may be done or kept within any Lot or the  
19 Common Property that will increase the cost of insurance to the Association or to other Owners.  
20 No Owner may permit anything to be done or kept within Owner's Lot or in the Common  
21 Property that will result in cancellation of insurance on any Lot or any part of the Common  
22 Property.

23  
24 **8.8 Clothes Lines and Clothing and Materials; Holiday Lights.**

25  
26 (a) No clothes lines, clothes racks or other apparatus on which clothes, rags or  
27 similar items are exposed for the purpose of drying or airing may be located on the Properties  
28 except within a Dwelling, unless in an area of the back yard of the Lot not visible from a street.

29  
30 (b) No rugs, towels, rags, laundry, wearing apparel or other clothing or  
31 materials may be allowed to hang from windows or on the exterior of a Dwelling, Garage or  
32 other Structure.

33  
34 (c) Unless otherwise provided by rules adopted by the Board of Directors, all  
35 exterior Christmas or other holiday lighting or decorations must be removed not later than twenty  
36 (20) days following the holiday commemorated.

37  
38 **8.9 Yard Areas; Machinery.**

39  
40 (a) Yard Areas. No items of any kind may be stored in front yard areas or  
41 other areas of Lots so as to be visible from another Lot or Common Property. In order to  
42 preserve the attractive appearance of the Planned Community, the Board of Directors, pursuant  
43 to rules adopted under Section 8.17 below, may regulate the nature of items which may be placed  
44 in front yard areas and others areas of Lots so as to be visible from public view.

1 (b) Machinery. No machinery may be placed, operated or maintained on any  
2 Lot except such machinery as is usual and customary in connection with the maintenance of a  
3 private residence.  
4

5 **8.10 Antennas and Service Facilities**. Unless permitted by regulations issued by the  
6 Federal Communications Commission ("FCC") or other applicable governmental authority,  
7 exterior antennas, satellite receiver and transmission dishes may not be placed on any Lot except  
8 in accordance with rules adopted by the Board of Directors under Section 8.17 below.  
9

10 **8.11 Signs**. Except as permitted by rules adopted by the Board of Directors, no  
11 billboard, advertisement, poster or sign of any kind may be posted or displayed in or upon a Lot  
12 without the prior approval of the Board except the following:  
13

14 (a) Property Identification. One (1) sign that identifies the address of the Lot  
15 and, if applicable, one property identification sign recommended by first responders and  
16 emergency service providers.  
17

18 (b) Real Estate "For Sale" or "For Rent" Signs. One (1) real estate "For Sale"  
19 or "For Rent" sign that conforms to real estate industry standards may be temporarily placed on a  
20 Lot.  
21

22 (c) Security System Signs. One (1) security system sign not exceeding one  
23 (1) square foot in area.  
24

25 **8.12 Temporary Structures**. No trailer, basement of an uncompleted Building, tent,  
26 shack, Garage, barn or temporary Structure on any Lot may be used or occupied for any  
27 temporary or permanent human habitation.  
28

29 **8.13 Grades, Slopes and Drainage**.

30 (a) Without the approval of the Architectural Review Committee:  
31

32 (1) No Grade may be constructed, reconstructed, maintained, erected  
33 or altered on any Lot or any portion of the Lot.  
34

35 (2) No Grade may be altered or modified by changing its location or  
36 the direction of its slope or be replaced in whole or in part.  
37

38 (3) There may be no interference with the established drainage  
39 patterns and grades, slopes and courses related thereto over any Lot so as to affect any other Lot  
40 or Common Property or any real property outside the Planned Community.  
41

42 (b) No structure, planting or other materials may be placed or permitted to  
43 remain on or within any grades, slopes or courses, nor may any other activities be undertaken  
44 that may damage or interfere with established slope ratios, create erosions or sliding problems, or  
45 obstruct, change the direction of, or retard the flow of water through drainage channels.  
46  
47

1           **8.14 Underground Utilities.** Unless contained in pipes, conduits, cables or vaults  
2 constructed, placed or maintained underground or concealed in or under Buildings or other  
3 Structures, no pipes, conduits, lines, wires, equipment or facilities for the communication,  
4 transmission or metering of electricity, gas, water, telephonic current or other utilities may be  
5 constructed, placed or permitted to be placed anywhere in or upon any Lot. No Structure may be  
6 placed or permitted to remain that may damage or interfere with the installation and maintenance  
7 of utilities.

8  
9           **8.15 Oil and Mining Operations.** No Lot may be used for the purpose of boring,  
10 mining, quarrying, exploring for, or removing water, oil or other hydrocarbons, minerals of any  
11 kind, gravel or earth.

12  
13           **8.16 Rental and Leasing of Dwellings.**

14  
15                   (a)   Specific Restrictions.

16  
17                               (1)   The occupancy requirement under Section 7.1 above and the age  
18 restriction under Section 7.2 apply to the rental or lease of any Dwelling in addition to the other  
19 provisions of this Declaration as provided under Subsection (b) of this section.

20  
21                               (2)   An Owner may not rent or lease less than the entire Dwelling.

22  
23                               (3)   An Owner may not permit Owner's Dwelling to be subleased.

24  
25                   (b)   Leasing Prohibition during Initial Ownership Period. Subject to  
26 Subsection (g) of this section, an Owner may not rent or lease Owner's Dwelling to an  
27 independent third party during the one (1) year period from the date an Owner acquires title to  
28 the Lot by a deed recorded in the Records of Lane County, Oregon or by other manner of  
29 conveyance recognized under Oregon law.

30  
31                   (c)   Rental and Lease Agreement Requirements. A rental or lease agreement  
32 must be in writing and provide that:

33  
34                               (1)   The agreement and tenants are subject in all respects to the  
35 provisions of the Declaration, the Bylaws and any amendments thereto, and all rules and  
36 regulations adopted at any time by the Association.

37  
38                               (2)   The tenant must comply with all applicable requirements of the  
39 documents specified in Paragraph (1) of this subsection.

40  
41                               (3)   The tenant may not sublease the Dwelling.

42  
43                               (4)   Failure by a tenant to comply with the terms of the documents  
44 specified in Paragraph (1) of this subsection (including Subsection (a)(3) of this section)  
45 constitutes a default under the rental or lease agreement and that the Association has the  
46  
47

1 remedies specified in Subsection (f) of this section, including, without limitation, the right of the  
2 Association to require the Owner to terminate the rental or lease agreement, to terminate the  
3 tenancy, and to evict the tenant.  
4

5 (d) Copies of Documents Required to Be Provided Tenants. The Owner shall  
6 provide the tenant with a copy of the Declaration, the Bylaws, including any relevant  
7 amendments to the documents, and all rules and regulations then in effect and shall take a receipt  
8 for delivery of the documents. If any document is amended, revised, changed, or supplemented  
9 by the Association, the Owner shall provide the tenant with a copy of the amendment, revision,  
10 change, or supplement within twenty (20) calendar days of adoption by the Association or the  
11 Board of Directors.  
12

13 (e) Information and Documents Required to Be Furnished Association.  
14

15 (1) Within ten (10) business days of the commencement of the rental  
16 or lease period, the Owner shall provide the Association the name and contact information of the  
17 tenants, any information required by rules adopted under Section 7.4(c) above, a copy of the  
18 receipt specified in Subsection (b) of this section and, if requested, a copy of the rental or lease  
19 agreement.  
20

21 (2) If the Owner fails to provide the receipt, the Association shall  
22 provide the documents to the tenant and take a receipt for the documents. The Association shall  
23 assess the Owner a reasonable charge for the cost incurred in providing the documents as  
24 provided in Subsection (f) of this section below.  
25

26 (f) Remedies.  
27

28 (1) If the Board of Directors determines that a tenant has violated a  
29 provision of the Declaration, Bylaws, any amendments thereto or rules and regulations, after the  
30 Owner of the rented or leased Dwelling is given notice and an opportunity for a hearing, the  
31 Directors may require an Owner to terminate a rental or lease agreement, terminate the tenancy  
32 and evict the tenant.  
33

34 (2) Fines, charges, and expenses incurred in enforcing this  
35 Declaration, the Bylaws and rules and regulations with respect to the tenant, and for any costs  
36 incurred by the Association in connection with any action under Paragraph (1) of this subsection,  
37 including reasonable attorney fees, are assessments against the Owner and Lot that may be  
38 collected and foreclosed by the Association as provided under Article 11 below and ORS 94.709.  
39

40 (g) Rules. Pursuant to Article 8 of the Bylaws, the Board of Directors may  
41 adopt rules that implement this section, including, without limitation rules that:  
42

43 (1) Provide a hardship exception from Subsection (b) of the section  
44 and prescribe a procedure for application, review and approval of the exception.  
45

46 (2) Define the terms "rental", "lease", "independent third party" and  
47 other terms the Board determines appropriate.  
48



1 (4) Any other information required by Architectural Standards and  
2 Guidelines.

3  
4 (c) In all cases in which approval of the ARC is required by this Declaration  
5 or the Bylaws, the provisions of this article apply.

6  
7 **9.2 Architectural Review Committee.**

8  
9 (a) Membership; Appointment. The Architectural Review Committee shall  
10 consist of no fewer than three (3) members appointed by the Board of Directors. The members  
11 must be Owners. The terms of office of each member of the ARC is one (1) year unless  
12 lengthened or shortened by the Board at the time of appointment. The Board may appoint any  
13 director to serve as a member of the ARC. However, directors may not constitute a majority of  
14 the ARC except when the Board serves as the ARC as provided under Subsection (d) of this  
15 section.

16  
17 (b) Vacancies. If any position on the ARC becomes vacant, at any meeting of  
18 the Board of Directors, the Board shall appoint a successor to fill the position.

19  
20 (c) Removal of Members. Members of the ARC serve at the pleasure of the  
21 Board of Directors. When in the judgment of the Board of Directors the best interest of the  
22 Association will be served, any member of the ARC (except when the Board is performing the  
23 duties of the ARC under Subsection (d) of this section) may be removed, with or without cause,  
24 by an affirmative vote of a majority of the members of the Board.

25  
26 (d) Board As the ARC. In the discretion of the Board of Directors, the Board  
27 may perform the duties of the ARC under this article without the establishment of an ARC. If  
28 the Board fails to appoint an ARC or to appoint at least three (3) members to serve on the ARC,  
29 the duties of the ARC shall be performed by the Board. When the Board functions as the ARC  
30 under this article:

31  
32 (1) The Board of Directors has all the rights and duties of the ARC  
33 under this article.

34  
35 (2) The meeting requirements of Article 5 of the Bylaws apply.

36  
37 **9.3 Architectural Standards and Guidelines.**

38  
39 (a) Adoption. The procedure and specific requirements for review and  
40 approval of an application required under Section 9.1 above, including fees charged under  
41 Section 9.14 below, must be set forth in design guidelines and standards (“Architectural  
42 Standards and Guidelines”) adopted from time to time by resolution of the Board of Directors at  
43 its sole discretion.

44  
45 (b) Provisions. The Architectural Standards and Guidelines shall interpret and  
46 implement the provisions of this Declaration for Dwellings standards and for architectural review  
47 and guidelines for architectural design of Structures, exterior color schemes, exterior finishes and  
48



1 materials and similar features that may be used in the Planned Community and landscaping.  
2 Architectural Standards and Guidelines may not be in derogation of the minimum standards  
3 established by this Declaration and the Bylaws.

4  
5 **9.4 Committee Procedure and Actions.**

6  
7 (a) Majority Action. At all meetings of the ARC, a majority of the members  
8 of the ARC have the power to act on behalf of the ARC.

9  
10 (b) Committee Procedure. Committee procedure shall be as prescribed in the  
11 resolution of the Board establishing the ARC or other resolution adopted by the Board.

12  
13 **9.5 ARC Duties.** The ARC shall consider and act upon the proposals or plans  
14 submitted pursuant to this article.

15  
16 **9.6 ARC Decision.**

17  
18 (a) The ARC shall render to the Owner its approval or denial decision with  
19 respect to the proposal within fifteen (15) business days after it has received all material required  
20 by it with respect to the application. Subject to Subsection (b) of this section, all decisions of the  
21 ARC must be memorialized in writing.

22  
23 (b) If the ARC fails to render its decision of approval or denial in writing  
24 within fifteen (15) business days of receiving all material required by it with respect to the  
25 proposal, the Owner shall notify the ARC in writing that no decision has been rendered. If the  
26 ARC fails to render a decision within five (5) business days of the written notice, the application  
27 is deemed approved.

28  
29 **9.7 ARC Denial of Application.** The ARC may, in its sole discretion, deny any  
30 application submitted under Section 9.1 above for any of the following reasons:

31  
32 (a) Failure of the proposal to comply with any of the covenants, conditions or  
33 restrictions contained in this Declaration, including, without limitation, Article 6 above.

34  
35 (b) Failure by the applicant to include in the plans such information as  
36 reasonably requested by the ARC.

37  
38 (c) Reasonable objections by the ARC to the exterior design, appearance or  
39 materials of any proposed modification or alteration, including, without limitation, colors or  
40 color scheme, finish, height, shape, location, proportion and style of architecture.

41  
42 (d) Incompatibility (as reasonably determined by the ARC) of the proposed  
43 modification, alteration, or Structure or use of the proposed modification, alteration or Structure  
44 with existing Structures, other uses within the Property, or the enjoyment of other Owners.

45  
46 (e) Failure of the proposed Dwelling, modification, alteration or Structure to  
47 comply with the Architectural Standards and Guidelines.

1 (f) Failure of the proposed modification, alteration or Structure to comply  
2 with any applicable zoning, building, health, or other governmental laws, codes, ordinances,  
3 rules and regulations.

4  
5 (g) Any other matter that, in the reasonable judgment of the ARC, would  
6 render the proposed Dwelling, modification, alteration or Structure, or the uses intended,  
7 inharmonious or incompatible with the general plan or design of the Planned Community,  
8 including any possible adverse impact on the use and enjoyment of the Property by any other  
9 Owner.

10  
11 **9.8 Nonwaiver, Precedent and Estoppel.** Approval or disapproval by the ARC of  
12 any matter proposed to it or within its jurisdiction may not be deemed to constitute precedent,  
13 waiver or estoppel impairing its right to withhold approval or grant approval as to any similar  
14 matter thereafter proposed or submitted to it.

15  
16 **9.9 Appeal to Board of Directors.**

17  
18 (a) Unless the Board of Directors is serving as the ARC under Section 9.2(d)  
19 above, any Owner adversely impacted by action of the ARC may appeal the action to the Board  
20 of Directors.

21  
22 (b) Appeals must be made in writing within ten (10) days of the ARC's action  
23 and must contain specific objections or mitigating circumstances justifying the appeal. The  
24 Board of Directors shall make a final, conclusive decision in writing not later than twenty (20)  
25 days after receipt of the appeal. The determination of the Board is final.

26  
27 **9.10 Effective Period of Approval.** Unless otherwise provided in the ARC's approval  
28 of any proposal or a decision of the Board of Directors under Section 9.9 above, the ARC's  
29 approval or Board's decision is automatically revoked one (1) year after issuance unless  
30 installation, construction or other work relating to the proposal has been commenced or the  
31 Owner has applied for and received an extension of time from the ARC.

32  
33 **9.11 Determination and Notice of Noncompliance.**

34  
35 (a) Inspection. The ARC or any person authorized by the ARC at any  
36 reasonable hour after reasonable notice, may enter and inspect from time to time, all work  
37 performed and determine whether the work is in substantial compliance with the approval  
38 granted under Section 9.6 above and to determine that condition of the work site complies with  
39 any requirements under this Declaration or the Architectural Standards and Guidelines.

40  
41 (b) Notice of Noncompliance. If the ARC finds that the work was not  
42 performed in substantial conformance with the approval granted under Section 9.6 above, or if  
43 the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in  
44 writing of the noncompliance. The notice of noncompliance must specify the particulars of  
45 noncompliance and require the Owner to remedy the noncompliance by a specific date.

1           **9.12    Notice to Board of Noncompliance; Enforcement.**

2  
3           (a)    Notice of Hearing. Unless otherwise provided by resolution adopted by  
4 the Board of Directors:

5  
6                   (1)    If after receipt of a notice of noncompliance pursuant to Section  
7 9.11 above, the Owner fails to diligently commence to remedy the noncompliance in accordance  
8 with the provisions of the notice of noncompliance, at the expiration of a period of fifteen (15)  
9 days from the date of the receipt of notice of noncompliance, the ARC shall notify the Board of  
10 Directors in writing of the noncompliance.

11  
12                   (2)    As soon as practicable after receiving the notification required  
13 under Paragraph (1) of this subsection, the Board shall provide notice of a hearing to consider the  
14 Owner's continuing noncompliance. The hearing must be set not less than seven (7) or more  
15 than thirty (30) days from receipt by the Board of required notification.

16  
17           (b)    Hearing. At the hearing, if the Board of Directors finds that there is no  
18 valid reason for the continuing noncompliance, the Board shall determine the estimated costs of  
19 correcting the noncompliance and:

20  
21                   (1)    Shall require the Owner to remedy or remove the noncompliance  
22 within a period the Board determines reasonable.

23  
24                   (2)    May fine the Owner for the noncompliance pursuant to a schedule  
25 of fines adopted in accordance with the Act.

26  
27                   (3)    May take any other action provided for under this Declaration

28  
29           (c)    Continued Noncompliance. If the Owner fails to comply with action taken  
30 by the Board under Subsection (b) of this section, the Board may proceed with any available  
31 legal remedy. The cost of any action shall be assessed against the Owner either before or after  
32 any remedied action as provided in Article 12 below.

33  
34           **9.13    Liability.**

35  
36           (a)    Neither the ARC nor any member of the ARC is liable to any Owner,  
37 occupant, builder or other person for any damage, loss or prejudice suffered or claimed on  
38 account of any action or failure to act of the ARC or a member thereof, provided only that the  
39 member has, in accordance with the actual knowledge possessed by him or her, acted in good  
40 faith.

41  
42           (b)    Notwithstanding Section 9.7(f) above, the ARC is not responsible for  
43 determining compliance with structural and building codes, solar ordinances, zoning codes or  
44 other governmental regulations, all of which are the responsibility of the Owner.

1           **9.14   Fees; Plans.**

2  
3           (a)   Fees.

4  
5                   (1)   Pursuant to the Architectural Standards and Guidelines or a  
6 separate resolution adopted by the Board of Directors, the ARC may charge with an application  
7 submitted under this article:

8  
9                           (A)   A reasonable deposit fee that is sufficient to cover any  
10 damage or destruction to Common Property or other Lot (including any personal property  
11 located thereon) that may occur during the proposed modification, alteration or improvement.

12  
13                           (B)   Costs incurred or expected to be incurred by the ARC to  
14 retain architects, attorneys, engineers, landscape architects and other consultants to advise the  
15 ARC concerning any aspect of the application or compliance with any appropriate architectural  
16 criteria or standards.

17  
18                           (2)   Rules adopted under this subsection must prescribe a procedure for  
19 determination and return of unused deposited funds.

20  
21                           (3)   Fees and costs incurred under this subsection constitute  
22 assessments against the Owner and Lot as provided under Article 11 below.

23  
24                   (b)   Plans. A copy of the plans as finally approved must be retained as a  
25 permanent record of the Association.

26  
27   **ARTICLE 10**  
28   **MAINTENANCE, REPAIR AND REPLACEMENT**  
29   **OF PROPERTY; CONDEMNATION**

30  
31           **10.1   Responsibility of Association.** The Association is responsible for maintenance,  
32 repair and replacement of Common Property and the improvements located thereon in  
33 accordance with a maintenance plan prepared and updated in accordance with ORS 94.595.

34  
35           **10.2   Responsibility of Owners.**

36  
37                   (a)   Maintenance, Repair and Replacement of Exterior of Dwellings,  
38 Structures and Lots. Each Owner is responsible for all maintenance, repair and replacement of  
39 Owner's Dwelling, Structures and Lot, including, without limitation, appropriate care for trees,  
40 shrubs, grass, landscaped areas, walks and other exterior Structures in accordance with any rules  
41 adopted by the Board of Directors. Appropriate care includes, without limitation, keeping the Lot  
42 free of weeds and the grass neatly and uniformly cut.

43  
44                   (b)   Maintenance of Interior of Dwelling. Each Owner is responsible for  
45 maintaining and keeping in good order and repair the interior of the Dwelling and any other  
46 Structures located on Owner's Lot, to the extent that any interior is visible from another Lot or  
47

1 other part of the Property or when failure to perform the maintenance creates a nuisance,  
2 disturbance or danger to another Lot or occupants of other Dwellings.

3  
4 **10.3 Failure of Owner to Maintain Lot.** If an Owner fails to maintain Owner's Lot  
5 including the Dwelling, Structures and Plantings, in accordance with Section 10.2 above, the  
6 Board of Directors may cause the maintenance to be performed pursuant to rules adopted by  
7 resolution under Article 8 of the Bylaws. The resolution shall comply with Section 12.2 below  
8 and provide that the maintenance must be performed at a time reasonably convenient to the  
9 Owner or occupant. Any cost incurred by the Association is collectable as a Personal Assessment  
10 pursuant to Article 11 below.

11  
12 **10.4 Condemnation.** If any portion of the Common Property is made the subject  
13 matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired  
14 by a condemning authority:

15  
16 (a) Notice of the proceeding or proposed acquisition shall promptly be given  
17 to each Owner and to each mortgagee.

18  
19 (b) The Association shall represent the Owners in any condemnation  
20 proceeding or in negotiations, settlements and agreements with the condemning authority for  
21 acquisition of any portion of the Common Property and each Owner hereby appoints the  
22 Association to act as the Owner's attorney-in-fact for such purposes.

23  
24 (c) All compensation, damages or other proceeds of the taking of the  
25 Common Property shall be payable to the Association. Proceeds shall first be applied to restore  
26 or repair any remaining Common Property, including a structure on Common Property, which  
27 may be required to permit the continued enjoyment of the Common Property. Thereafter, the  
28 Association shall deposit such sums in the general operating fund or apply the sums as otherwise  
29 determined by the Board to be in the best interests of the Owner and the Association.

30  
31 **10.5 Destruction of or Damage to Common Property.** If all or any portion of the  
32 Common Property or the improvements thereon is destroyed or damaged:

33  
34 (a) The Association shall use the insurance proceeds payable to the  
35 Association on account of the destruction or damage to rebuild or otherwise repair and replace  
36 the Common Area or improvements that have been destroyed or damaged.

37  
38 (b) If the insurance proceeds are not sufficient to repair or replace the  
39 destroyed or damaged property, the Association may, to the extent available or appropriate, use  
40 funds from the accounts described under Section 9.3(c) of the Bylaws or assess the Owners in  
41 accordance with Article 11 below.

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**ARTICLE 11**  
**ASSESSMENTS**

**11.1 Types and Purpose of Assessments.**

(a) Types of Assessments. All Owners are obligated to pay the following types of assessments imposed by the Board of Directors on behalf of the Association pursuant to this Declaration and the Bylaws:

(1) Association Maintenance and Operation Assessments described in Section 11.6 below.

(2) Personal Assessments described in Section 11.8 below.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of Dwellings, for the administration, management and operation of the Association and the Planned Community and for any other purposes required or permitted under this Declaration, the Bylaws or the Act.

(c) Assessments Property of Association. All sums received on account of assessments, including assessments paid into a reserved account established under Section 9.4 of the Bylaws, belong to and are the property of the Association for the purposes designated under this Declaration and the Bylaws. The sums are not refundable to Owners.

**11.2 Obligation of Owners for Assessments.**

(a) Personal Obligation. Each assessment, together with interest, late payment charges and collection costs as provided in Section 12.4 below are the personal obligation of the Owner of the Lot and subsequent Owners as provided under the Act.

(b) Joint and Several Obligation. In addition to constituting a lien on the Lot as provided under Section 12.3 below and the Act, each assessment is the joint and several obligation of the Owner or Owners of the Lot against which the assessment is levied.

(c) Offsets and Waivers Prohibited.

(1) An Owner may not claim an offset against an assessment for failure of the Association to perform its obligations. An Owner may not offset amounts owing or claimed to be owed by the Association to the Owner.

(2) An Owner by the Owner's action may not claim exemption from liability for contribution towards common expenses by waiver of Owner's use or enjoyment of any Common Property or by abandonment by the Owner of the Owner's Lot.

1 (3) The Board of Directors may not grant a waiver or otherwise  
2 exempt an Owner from the obligation to pay assessments. Nothing in this section prohibits the  
3 Board from making compromises on overdue assessments if the compromise benefits the  
4 Association.

5  
6 (d) Voluntary Conveyances. Except as may be limited by a Statement for  
7 Prospective Purchasers described under Section 11.9 below, in a voluntary conveyance of a Lot,  
8 the grantee is jointly and severally liable with the grantor for all unpaid assessments against the  
9 grantor of the Lot to the time of the grant or conveyance, without prejudice to the grantee's right  
10 to recover from the grantor the amount paid by the grantee.

11  
12 (e) Liability When Lot Foreclosed; Deeds in Lieu of Foreclosure. The  
13 liability for assessments when a purchaser obtains title to a Lot as a result of foreclosure of first  
14 mortgage or trust deed, or when a deed in lieu of foreclosure is accepted by the holder of a first  
15 mortgage or trust deed is governed by the Act.

### 16 17 **11.3 Budgets.**

18  
19 (a) Adoption of Budget. At least annually, the Board of Directors shall  
20 prepare and adopt a budget for the Association (the "annual budget") based on an estimate of the  
21 common expenses, determined under Section 11.5 below, expected to be incurred, any expected  
22 revenue and any surplus available from the prior year's budget.

23  
24 (b) Continuation of Prior Adopted Budget. If the Board of Directors fails to  
25 adopt an annual budget, the last adopted budget continues in effect.

26  
27 (c) Amended Budget. Subject to Subsection (d) of this section, if all or any  
28 part of a budget adopted under Subsection (a) of this section is or will become inadequate to  
29 meet common expenses incurred for any reason, as soon as practicable, the Board of Directors  
30 shall determine the approximate amount of the inadequacy and adopt by resolution an amended  
31 budget. The resolution shall identify the reason for the inadequacy.

32  
33 (d) Special Budget. If all or any part of a budget adopted under Subsection  
34 (a) of this section is or will become inadequate to meet common expenses incurred for any  
35 reason, in lieu of adopting an amended budget under Subsection (c) of this section, the Board  
36 may adopt a special budget. As soon as practicable, the Board of Directors shall determine the  
37 approximate amount of the inadequacy and adopt by resolution a special budget. The resolution  
38 shall identify the reason for the inadequacy.

39  
40 (e) Surplus Funds. If the sums estimated and budgeted, and being collected or  
41 already collected, at any time exceeds necessary funds, the Board of Directors may reduce the  
42 amount being assessed under the budget or apply excess funds against future Association  
43 Maintenance and Operation Assessments.

1           **11.4    Method of Allocation of Common Expenses and Profits.**  
2

3           (a)   Association Common Expenses.   Association Common Expenses  
4 specified in Section 11.5 below shall be allocated equally among all Lots, except:  
5

6                   (1)   Pursuant to ORS 94.704, any common expense or any part of a  
7 common expense benefitting fewer than all the Lots may be assessed exclusively against the Lots  
8 benefitted as a Personal Assessment.  
9

10                   (2)   If the Board of Directors determines that any common expense is  
11 the fault of any Owner or Owners as provided under this Declaration or the Bylaws, the  
12 Association may assess the expense exclusively against the Owners and Lots of the Owners as a  
13 Personal Assessment.  
14

15           (b)   Allocation of Profits.   Any common profits not governed under Section  
16 11.3(e) above, shall be allocated equally among all Lots.  
17

18           **11.5    Determination of Common Expenses.**   Common expenses include, without  
19 limitation:  
20

21                   (a)   Expenses of administration of the Association and Planned Community.  
22

23                   (b)   Expenses of maintenance, repair, or replacement of Common Property and  
24 any other portions of the Planned Community required to be maintained by the Association  
25 pursuant to this Declaration or the Bylaws.  
26

27                   (c)   Cost of insurance or bonds obtained in accordance with the Bylaws.  
28

29                   (d)   Funding of the Reserve Account in accordance with Section 9.4(a) of the  
30 Bylaws.  
31

32                   (e)   A general operating reserve if established.  
33

34                   (f)   Any deficit in common expenses for any prior period.  
35

36                   (g)   Any other items properly chargeable as an expense of the Association.  
37

38           **11.6    Association Maintenance and Operation Assessments.**  
39

40           (a)   Annual Association Maintenance and Operation Assessment.   At least  
41 annually, the Board of Director shall levy an Annual Association Maintenance and Operation  
42 Assessment (“Annual Association Assessment” or “AAA”), based on the budget adopted under  
43 Section 11.3 above. The AAA shall be allocated in accordance with Section 11.4 above. The  
44 AAA is payable as a regular periodic payment as provided in Section 11.7 below.  
45

46           (b)   Re-Computed Annual Association Assessment for Amended Budget.   If  
47 the Board of Directors adopts an amended budget under Section 11.3(c) above, the Board shall  
48



1 by resolution levy a re-computed AAA (based on the amended budget) among the Owners  
2 according to the allocation specified in Section 11.4 above and re-compute the regular periodic  
3 payment payable under Section 11.7 below.

4  
5 (c) Association Maintenance and Operation Assessment under Special  
6 Budget. If the Board of Directors adopts a special budget under Section 11.3(d) above, the  
7 Board shall by resolution levy a Special Association Maintenance and Operation Assessment  
8 (“Special Budget Assessment”) based on the special budget among the Lots according to the  
9 allocations specified in Section 11.4 above. Special Budget Assessments are payable as  
10 provided under Section 11.7 below.

11  
12 (d) Notice of Maintenance and Operation Assessments. The Board of  
13 Directors shall cause notice of Association Maintenance and Operation Assessments to be given  
14 at least thirty (30) days before the assessments are payable under Section 11.7 below. The notice  
15 may accompany a copy of the budget summary required under Section 11.9 below.

16  
17 **11.7 Payment of Association Maintenance and Operation Assessments.**

18  
19 (a) Regular Periodic Payments. Annual Association Maintenance and  
20 Operation Assessments levied under Section 11.6 (a) and (b) above are due in quarterly  
21 installments by the due date described under Section 12.3(b) below. The Board may establish a  
22 different assessment schedule. Owners must be given at least thirty (30) days written notice of:

23  
24 (1) Any change in the AAA regular periodic payment schedule or due  
25 dates.

26  
27 (2) The re-computation of the AAA based on an adopted amended  
28 budget under Section 11.3(c) above.

29  
30 (b) Special Budget Assessments. Special Budget Assessments levied under  
31 Section 11.6(c) above for common expenses of a special budget are due and payable as  
32 prescribed in a resolution adopted by the Board of Directors.

33  
34 **11.8 Personal Assessments**. The Board of Directors may levy Personal Assessments  
35 against one (1) or more Lots and Owners as provided in this section.

36  
37 (a) Determination of Personal Assessments. Personal Assessments include:

38  
39 (1) Any Association Maintenance and Operation Assessment that the  
40 Board of Directors determines is the fault of the Owner as provided under this Declaration or the  
41 Bylaws and not paid by Association insurance.

42  
43 (2) Fines or other charges imposed pursuant to this Declaration, the  
44 Bylaws or the Act for violation of this Declaration, the Bylaws or rules and regulations.

45  
46 (3) Amounts due to the Association from an Owner pursuant to other  
47 provisions of this Declaration or the Bylaws.

1 (b) Allocation and Payment. Unless otherwise provided in this Declaration or  
2 a resolution adopted by the Board of Directors, Personal Assessments are:

3  
4 (1) Allocated equally against the Owners subject to the Personal  
5 Assessment.

6  
7 (2) Due thirty (30) days after the Board has given written notice of the  
8 assessment to the Owners subject to the Personal Assessment.

9  
10 (c) Distribution and Use of Personal Assessments. Unless otherwise provided  
11 by resolution adopted by the Board of Directors, fines, late charges, interest and other fees  
12 collected shall be allocated to the General Operating Account described under Section 9.3 of the  
13 Bylaws.

14  
15 **11.9 Budget Summary; Statement of Assessments.**

16  
17 (a) Budget Summary. Within thirty (30) days after adopting the annual  
18 budget, an amended budget or a special budget under Section 11.3 above, the Board of Directors  
19 shall provide a summary of the budget on which assessments are based to all Owners and if  
20 requested in writing, to the Owner's mortgagee.

21  
22 (b) Statement of Assessment Account.

23  
24 (1) Subject to Paragraph (2) of this subsection, in accordance with  
25 ORS 94.670, within ten (10) business days of receipt of a written request by an Owner, the Board  
26 of Directors shall provide a Statement of Assessment Account that contains the information  
27 specified in ORS 94.670.

28  
29 (2) The Association is not required to comply with Paragraph (1) of  
30 this subsection if the Association has commenced litigation.

31  
32 (c) Statement for Prospective Purchasers. In accordance with ORS 94.712,  
33 upon request of an Owner or Owner's agent, for the benefit of a prospective purchaser, the Board  
34 of Directors shall make and deliver a written statement of the unpaid assessments against the  
35 prospective grantor or the Lot, effective through a date specified in the statement, and the grantee  
36 in that case is not liable for any unpaid assessments against the grantor not included in the  
37 written statement.

38  
39 (d) Fee for Providing Information. Pursuant to rules adopted under Section  
40 9.10 of the Bylaws, the Association may charge a fee for providing the information required  
41 under subsections (b) and (c) of this section.  
42

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**ARTICLE 12**  
**COMPLIANCE AND ENFORCEMENT**

**12.1 Compliance.**

(a) Owners, Occupants and Tenants. Each Owner and occupant (including tenants) of a Lot shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant to the documents and the Act. The Owner is responsible for obtaining the compliance by an occupant of the Lot and is liable for any failure of compliance by the persons occupying the Lot in the same manner and to the same extent were the Owner occupying the Lot.

(b) Guests and Other Invitees. Guests, invitees, family members, contractors and other persons entering the Lot or other part of the Planned Community under rights derived from the Owner shall comply with all the provisions of this Declaration, the Bylaws and rules and regulations restricting or regulating the Owner's use, improvement or enjoyment of Owner's Lot or other part of the Planned Community. The Owner is responsible for obtaining compliance and is liable for any failure of compliance by the persons in the same manner and to the same extent were the noncompliance by the Owner.

(c) Joint Owners. When two (2) or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of the persons to comply with this Declaration and the Bylaws and any rules and regulations is a joint and several responsibility and the act or consent of any one or more of the persons constitutes the act or consent of the entire ownership interest. A disagreement among joint Owners as to the manner in which any vote or right of consent held by them is to be exercised with respect to a pending matter is governed by Section 3.10 of the Bylaws.

**12.2 Violations of Declaration or Bylaws.** The violation of any provision of this Declaration or of the Bylaws or rule or regulation gives the Board of Directors, subject to Section 12.5 below, acting on behalf of the Association, the right in addition to any other rights set forth in this Declaration or the Bylaws, to do any or all of the following after giving notice to the Owner and an opportunity to be heard:

(a) To enter the Lot in which or as to which the violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of the documents stated in this section, and the Board of Directors may not thereby be deemed guilty of any manner of trespass.

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

(c) To levy reasonable fines in accordance with the Act.

1 (d) In accordance with the Act, to terminate the right to receive utility services  
2 paid for out of Association Maintenance and Operation Assessments or the right of access to and  
3 use of recreational and service facilities of the Planned Community until the correction of the  
4 violation has occurred.

5  
6 (e) Bring suit or action against the Owner on behalf of the Association and  
7 other Owners to enforce this Declaration, the Bylaws and any rules and regulations.

8  
9 (f) To do any of the action specified in this section in conjunction with each  
10 other.

11  
12 **12.3 Default in Payment of Assessments; Enforcement of Lien.**

13  
14 (a) Association Lien.

15  
16 (1) Automatic Lien. Whenever the Association levies any assessment  
17 against a Lot, the Association automatically has a lien upon the Lot for any unpaid assessments  
18 as provided under the Act. Recording of the Declaration constitutes record notice and prefect of  
19 the lien for assessments. Recording of a claim of lien for assessments or notice of a claim of lien  
20 is not required to perfect the Association's lien.

21  
22 (2) Priority of Lien. The priority of the lien of the Association against  
23 a Lot for assessments is governed by the Act.

24  
25 (3) Notice of Lien. The Association, by and through the Board of  
26 Directors or any management agent, may record a notice of lien as provided under the Act. The  
27 notice of lien shall be in the form and include the information specified in ORS 94.709. The  
28 Association must record a notice of lien before any suit to foreclose may proceed as provided in  
29 Subsection (d)(2) of this section.

30  
31 (b) Delinquent Assessment. Unless a greater number of days are specified by  
32 a resolution adopted by the Board of Directors, an assessment is delinquent if not paid within  
33 thirty (30) days after its due date. Unless otherwise provided in this Declaration or the Bylaws,  
34 the due date shall be established by resolution adopted by the Board of Directors.

35  
36 (c) Interest; Late Payment Charge. If any assessment is delinquent:

37  
38 (1) The Owner is obligated to pay interest from the due date of the  
39 assessment, or such other date as may be specified by resolution adopted by the Board of  
40 Directors. Interest accrues at the rate of twelve percent (12%) per annum or at such other rate,  
41 not to exceed the maximum lawful rate, if any, as may be established by a resolution adopted by  
42 the Board.

43  
44 (2) Unless otherwise provided by resolution adopted by the Board of  
45 Directors, within thirty (30) days after its due date, the Owner is obligated to pay a late charge of  
46 ten percent (10%) of the unpaid assessment for each assessment not paid when due.

1 (d) Remedies. If an assessment is not paid as provided in Article 11 above or  
2 this article, in addition to interest and late payment charges imposed under Subsection (c) of this  
3 section, the Association may exercise any or all of the following remedies:

4  
5 (1) Acceleration of Assessment. If any assessment or any portion of  
6 any assessment is delinquent, the Board may, after written notice to the Owner as provided in a  
7 resolution adopted by the Board, declare all assessments of the Owner due immediately and  
8 interest thereafter accrues as provided under Subsection (c) of this section on the entire  
9 assessment until paid.

10  
11 (2) Foreclosure of Lien. As provided under the Act, the Association,  
12 by and through the Board of Directors may file a suit to foreclose the lien described in  
13 Subsection (a) of this section, notice of which was recorded in accordance with Subsection (a)(3)  
14 of this section.

15  
16 (3) Suit or Action. Subject to Section 12.5 below, the Association  
17 may bring an action to recover a money judgment for unpaid assessments under this Declaration  
18 or the Bylaws without foreclosing or waiving the lien described in Subsection (a) of this section.  
19 Recovery on an action operates to satisfy the lien, or the portion thereof, for which recovery is  
20 made.

21  
22 (4) Other Remedies. The Association has any other remedy available  
23 to it by law or in equity.

24  
25 (e) Collection Costs. An Owner is obligated to pay all expenses incurred by  
26 the Association in collecting unpaid assessments including without limitation:

27  
28 (1) Attorney fees incurred by the Association (whether or not legal  
29 proceedings are instituted and including attorney fees at trial, in arbitration or on appeal, or  
30 petition for review).

31  
32 (2) If notice of lien is recorded under Subsection (a)(3) of this section,  
33 the costs associated with the preparation and recording of the notice of lien and any release of  
34 lien.

35  
36 **12.4 Costs and Fees**

37  
38 (a) An Owner determined liable under this article is liable to the Association  
39 for:

40  
41 (1) Any reasonable administrative fee as established by the Board of  
42 Directors.

43  
44 (2) All costs and attorney fees incurred by the Association, whether or  
45 not legal proceedings are instituted and including attorney fees at trial, in arbitration or on  
46 appeal, or petition for review.

1 (3) Any expense incurred by the Association in remedying the default,  
2 and damage incurred by the Association or Owners.

3  
4 (4) Any fines levied under Section 12.2 above.

5  
6 (b) The sums described under Subsection (a) of this section shall be levied  
7 against the offending Lot as a Personal Assessment and enforced as provided in this article.

8  
9 **12.5 Disputes Between Association and Owners.** Litigation and administrative  
10 proceedings in which the Association and an Owner have an adversarial relationship are subject  
11 to ORS 94.630(4).

12  
13 **12.6 Disputes Among Owners.**

14  
15 (a) Referral to Board of Directors. Any dispute between or among Owners  
16 concerning the provisions of this Declaration, the Bylaws or any rule or regulation may be  
17 referred in writing to the Board of Directors for resolution.

18  
19 (b) Action by Board. The Board of Directors, in its sole discretion, has the  
20 option to hear the dispute or to decline to hear the dispute. The Board's decision not to hear a  
21 dispute is effective either upon written notice to the Owners involved or if no notice is given by  
22 the Board, thirty (30) days after receipt by the Board of the written referral. If the Board chooses  
23 to hear the dispute, any decision by the Board is binding upon the parties.

24  
25 **12.7 Action by Owners.** Subject to Section 12.5 above, an aggrieved Owner may  
26 bring an action against another Owner or the Association to recover damages or to enjoin, abate  
27 or remedy such thing or condition by appropriate legal proceedings.

28  
29 **12.8 Nonexclusiveness and Accumulation of Remedies.** An election by the  
30 Association to pursue any remedy provided for violation of this Declaration or the Bylaws does  
31 not prevent concurrent or subsequent exercise of any remedy permitted under this Declaration or  
32 the Bylaws. The remedies provided in this Declaration are not exclusive but are in addition to all  
33 other remedies, including actions for damages and suits for injunctions and specific performance  
34 available under law.

35  
36 **12.9 Damage or Destruction Due to Act of Owners or Others.**

37  
38 (a) If, due to the act or neglect of an Owner, or a member of the Owner's  
39 family or household pet or of a guest or other authorized occupant or visitor of the Owner,  
40 damage is caused to the Common Property or maintenance, repairs or replacements is required  
41 which would otherwise be a common expense, then the Owner shall pay for the damage and such  
42 maintenance, repairs and replacements as may be determined by the Board of Directors,  
43 including the amount of any deductible under an Association insurance policy, to the extent not  
44 paid by Association insurance.

1 (b) The Board of Directors shall give an Owner written notice and an  
2 opportunity to be heard before any determination by the Board under Subsection (a) of this  
3 section.

4  
5 (c) The amount determined by the Board under Subsection (a) of this section  
6 shall be an assessment against the Lot and the Owner who caused or is responsible for the  
7 damage and is collectable as a Personal Assessment pursuant to Article 11 above.

8  
9 **ARTICLE 13**  
10 **AMENDMENT AND DURATION**  
11

12 **13.1 Proposal of Amendments.** Amendments to the Declaration may only be  
13 proposed by either a majority of the Board of Directors or by Owners holding thirty percent  
14 (30%) or more of the voting rights delivering the proposed amendment to the Board for  
15 presentation to the Owners. The proposed amendment must be reduced to writing and included  
16 in the notice of any meeting at which action is to be taken on the proposed amendment or  
17 attached to any request for approval or consent to the proposed amendment.

18  
19 **13.2 Approval Required.** Except as otherwise provided in Section 13.3 below or by  
20 other provisions of this Declaration, pursuant to ORS 94.572, this Declaration may be amended  
21 if the amendment is approved by Owners holding at least two-thirds (2/3rd) of the voting rights  
22 of the Planned Community.

23  
24 **13.3 Additional Approval Requirements.** Unless the Owners of the affected Lots  
25 unanimously consent to the amendment, no amendment may change:

26  
27 (a) The boundaries of any Lot or the use to which any Lot is restricted under  
28 Section 8.1(a) above.

29  
30 (b) The method of determining liability for Association Common Expenses or  
31 right to revenues under Section 11.4 above.

32  
33 (c) The method of determining voting rights for Association matters under  
34 Section 5.3 above.

35  
36 **13.4 Execution and Recording.** An amendment is not effective until the amendment  
37 is:

38  
39 (a) Executed and acknowledged by the president and secretary of the  
40 Association;

41  
42 (b) Certified by the president and secretary of the Association as being  
43 adopted in accordance with this Declaration and the applicable provisions of the Act; and

44  
45 (c) Recorded in the office of the recording officer of Lane County, Oregon.  
46

1           **13.5 Duration.** This Declaration perpetually runs with the land and is and remains in  
2 full force and effect at all times with respect to all property in the Planned Community and the  
3 Owners.

4  
5   **ARTICLE 14**  
6   **GENERAL PROVISIONS**

7  
8           **14.1 Invalidity; Number; Construction; Captions.**

9  
10           (a)    **Invalidity.** The invalidity of any part of this Declaration by judgment or  
11 court order does not impair or affect in any manner the validity, enforceability or effect of the  
12 balance of this Declaration.

13  
14           (b)    **Number; Construction.** As used in this Declaration:

15  
16                   (1)    The singular includes the plural and the plural the singular, as the  
17 context requires.

18  
19                   (2)    “May not” and “shall not” are equivalent expressions of an  
20 absolute prohibition.

21  
22                   (3)    “Violate” includes failure to comply.

23  
24                   (4)    The masculine, feminine and neuter each include the masculine,  
25 feminine and neuter, as the context requires.

26  
27           (c)    **Captions.** All captions used in this Declaration are intended solely for  
28 convenience of reference and in no way limit any of the provisions of this Declaration.

29  
30           (d)    **Liberal Construction.** This Declaration shall be construed liberally to give  
31 effect to the entire document.

32  
33           **14.2 Waiver, Precedent and Estoppel.** No restriction, condition, obligation or  
34 provision contained in this Declaration, the Bylaws or rules and regulations may be deemed to  
35 have been abrogated or waived by the Association or any Owner by reason of any failure to  
36 enforce the same, irrespective of the number of violations or breaches thereof which may occur  
37 and any failure to enforce the same may not be deemed to constitute precedent or estoppel  
38 impairing the right of the Association or Owner as to any similar matter.

39  
40           **14.3 Request for Approval of Mortgagees.** Any mortgagee that receives a written  
41 request to approve amendments to the Declaration or Bylaws, or any other action to be taken by  
42 the Board of Directors, the Association or Owners, is considered to have given the approval  
43 unless the mortgagee delivers or posts a negative response within sixty (60) days after receipt of  
44 the request.  
45



1           **14.4 Conflicts.** Subject to ORS 94.770, if a conflict arises between or among the  
2 provisions of this Declaration, the Articles of Incorporation, the Bylaws, and any rules and  
3 regulations, the provisions of the Declaration are paramount to those of the Articles, the Bylaws,  
4 and the rules and regulations; the Articles of Incorporation are paramount to the Bylaws and the  
5 rules and regulations and those of the Bylaws are paramount to the rules and regulations, except  
6 to the extent the Declaration, Bylaws and Articles of Incorporation are inconsistent with the Act.  
7

8           Dated this \_\_\_\_\_ day of October, 2013.  
9

10   **SUMMERFIELD HOMEOWNERS'**  
11   **ASSOCIATION, INC.**

12   **an Oregon nonprofit corporation**

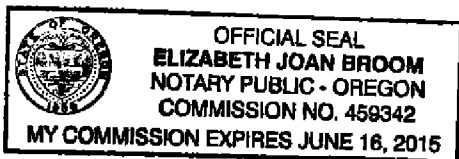
13   By:           *Glenda Andersen*            
14   Glenda Andersen, President  
15

16   By:           *Bill Wolf*     
17   Bill Wolf, Secretary  
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**CERTIFICATION**

The undersigned President and Secretary of Summerfield Homeowners' Association, Inc., an Oregon nonprofit corporation, hereby certify that the within 2013 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summerfield Estates has been approved by owners of at least two-thirds (2/3<sup>rd</sup>) of the lots pursuant to Clause X(d) of the Declaration and ORS 94.572 and 94.590.

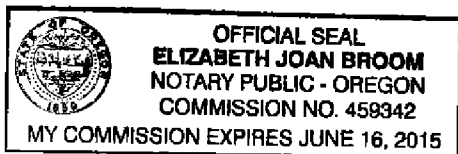


*Glenda Andersen*  
Glenda Andersen, President  
Summerfield Homeowners' Association,  
Inc., an Oregon nonprofit corporation

STATE OF OREGON )  
 ) ss.  
County of Lane )

The foregoing instrument was acknowledged before me this 15 day of October, 2013, by Glenda Andersen, President, of Summerfield Homeowners' Association, Inc., an Oregon nonprofit corporation, on its behalf.

*Elizabeth Joan Broom*  
Notary Public for Oregon  
My Commission Expires: 6-16-2015



*Bill Wolf*  
Bill Wolf, Secretary  
Summerfield Homeowners' Association,  
Inc., an Oregon nonprofit corporation

STATE OF OREGON )  
 ) ss.  
County of Lane )

The foregoing instrument was acknowledged before me this 15 day of October, 2013, by Bill Wolf, Secretary, of Summerfield Homeowners' Association, Inc., an Oregon nonprofit corporation, on its behalf.

*Elizabeth Joan Broom*  
Notary Public for Oregon  
My Commission Expires: 6-16-2015

## EXHIBIT A

Plat of Summerfield Estates Subdivision recorded August 30, 1993 in File 74, Slide 98, Plat Records, Lane County, Oregon.

ALSO:

Beginning at the Southwest corner of Lot 30 of Summerfield Estates Subdivision as platted and recorded in File 74, slides 98-102 Lane County Oregon Plat Records, in Lane County Oregon, also being the TRUE POINT OF BEGINNING of the herein described tract; thence South  $0^{\circ} 25' 19''$  East 169.76 feet; thence South  $09^{\circ} 55' 18''$  East 350.41 feet; thence South  $45^{\circ} 21' 21''$  East 68.50 feet; thence North  $43^{\circ} 56' 59''$  East 27.02 feet to the Southeast corner of Lot 113 of Summerfield Estates Subdivision as platted and recorded in File 74, Slides 98-102, Lane County Oregon Plat Records, in Lane County, Oregon; thence along the southerly boundary of said Summerfield Estates the following courses: North  $45^{\circ} 42' 33''$  West 67.95 feet to the Southwest corner of said Lot 113; thence North  $45^{\circ} 42' 33''$  West 50.00 feet; thence North  $39^{\circ} 49' 14''$  West 194.17 feet to the Southeast corner of Lot 31 of said Summerfield Estates; thence South  $89^{\circ} 46' 29''$  West 67.99 feet to the Southwest corner of said Lot 31; thence South  $66^{\circ} 17' 30''$  West 78.66 feet; thence South  $89^{\circ} 26' 50''$  West 70.37 feet to the true point of beginning, all in Eugene, Lane County, Oregon

## EXHIBIT B

Beginning at the Southwest corner of Lot 30 of Summerfield Estates Subdivision as platted and recorded in File 74, Slides 98-102 Lane County Oregon Plat Records, in Lane County Oregon, also being the TRUE POINT OF BEGINNING of the herein described tract; thence South  $0^{\circ}25'19''$  East 169.76 feet; thence South  $09^{\circ}55'18''$  East 350.41 feet; thence South  $45^{\circ}21'21''$  East 68.50 feet; thence North  $43^{\circ}56'59''$  East 27.02 feet to the Southeast corner of Lot 113 of Summerfield Estates Subdivision as platted and recorded in File 74, Slides 98-102, Lane County Oregon Plat Records, in Lane County, Oregon; thence along the southerly boundary of said Summerfield Estates the following courses: North  $45^{\circ}42'33''$  West 67.95 feet to the Southwest corner of said Lot 113; thence North  $45^{\circ}42'33''$  West 50.00 feet; thence North  $39^{\circ}49'14''$  West 194.17 feet to the Southeast corner of Lot 31 of said Summerfield Estates; thence South  $89^{\circ}46'29''$  West 67.99 feet to the Southwest corner of said Lot 31; thence South  $66^{\circ}17'30''$  West 78.66 feet; thence South  $89^{\circ}26'50''$  West 70.37 feet to the true point of beginning, all in Eugene, Lane County, Oregon