



**OWNERS MANUAL FOR PROPRIETARY &  
ASSOCIATE MEMBERS OF THE  
SUMMERPLACE HOMEOWNERS  
ASSOCIATION**

**Adopted December 18, 2019**

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Landye Bennett Blumstein LLP  
1300 SW Fifth Avenue, #3500  
Portland, Oregon 97201

Multnomah County Official Records  
E Murray, Deputy Clerk

2019-139111



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2019 RESTATED DECLARATION OF  
CONDITIONS AND RESTRICTIONS  
OF  
TUALATIN DEVELOPMENT CO., INC.  
(SUMMERPLACE HOMEOWNERS ASSOCIATION)

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**OF**  
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**2019 RESTATED DECLARATION OF  
CONDITIONS AND RESTRICTIONS  
OF  
TUALATIN DEVELOPMENT CO., INC.  
(SUMMERPLACE HOMEOWNERS ASSOCIATION)**

This 2019 Restated Declaration of Conditions and Restrictions of Tualatin Development Co., Inc. ("2019 Restated Declaration") is made this 18th day of December, 2019 by Summerplace Homeowners Association, an Oregon nonprofit corporation, (the "Association") pursuant to ORS 94.590(6).

**RECITALS**

Summerplace is a planned community originally established pursuant to that certain Declaration of Conditions and Restrictions of Tualatin Development Co., Inc. recorded on March 13, 1979, in Book 1336, Page 1987 et seq., in the Records of Multnomah County, State of Oregon, as the same was amended and supplemented from time to time thereafter, including the real property described on Exhibit A hereto attached (the "Declaration"). The Summerplace Homeowners Association is a nonprofit corporation governed by the Articles of Incorporation filed with the Oregon Secretary of State on February 6, 1979 under the Association's original name of the Summerplace Civic Association, and by the Bylaws of Summerplace Homeowners Association originally adopted and recorded in the Records of Multnomah County, State of Oregon on March 13, 1979 in Book 1336, Pages 2001 et seq., as amended from time to time thereafter (the "Bylaws").

Pursuant to the procedures authorized by applicable law, the Declaration is hereby amended, restated and replaced in its entirety to read as set forth in this instrument. For continuity and historical reference, this document retains certain provisions that may no longer be applicable to the present administration of Summerplace, including, for example, reference to Tualatin Development Co., Inc, a Delaware corporation, as the "Declarant".

**PREAMBLE**

Declarant hereby certifies and declares it has established and does hereby establish the following general plan, including, but not limited to, the Conditions and Restrictions herein defined, for the improvement, protection, and benefit of property in Summerplace, a subdivision the plat of which is recorded in the Office of Director of Records and Election for Multnomah County, Oregon, and all other plats which in the future shall be recorded by Declarant, or its successor in interest, and to which these declared conditions and restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat, which plats, individual and collectively, are referred to herein as "Summerplace"; and does hereby establish the following conditions, restrictions, and covenants subject to which each and all residential lots, single family dwellings, townhouses, condominium units, and residential units of every kind and to any other buildings of any nature or purpose in Summerplace, all of which are herein referred to as "units", shall be held, used, occupied, sold, or conveyed; each and all of which shall run with the land and shall inure to the benefit of, be imposed upon, and

pass to the successor in interest of each and all said units as a servitude in favor of and enforceable by the owner or owners of any other such units.

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

- 1.1 **Land Use.** The general plan for location of units, recreational, and other buildings for public or common use, commercial areas, and recreation areas, offices, and easements shall be as specified in the several Summerplace recorded plats.

Only single family dwellings with attached garages, townhouse-type residential units, condominiums and related units, and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing as provided in Section 1.12, Grant of Waivers or Consents herein.

Provided, however, as long as Declarant or its successor in interest shall own property in Summerplace, it shall be entitled to maintain such model homes as it, in its sole discretion, shall determine to be necessary.

- 1.2 **Alterations and Additions, Temporary Structures, etc.** No exterior alteration or addition shall be made to any premises without the prior written approval of the Declarant or the Association as provided in Section 1.12, Grant of Waivers or Consents herein. No structure of temporary character shall be erected or maintained on any lot other than during the period required for building construction or emergency, nor shall any such structure or basement, garage, or trailer be used at any time for living quarters.

No passenger vehicle, truck, camper, motor home, trailer, or boat shall be parked on any lot or street other than temporarily (in no case in excess of 24 hours) and solely for the purpose of loading or unloading or a service call except within the garage structure at residence premises. Homeowners are permitted to park one (1) passenger vehicle in the driveway of a single-family residence and that vehicle may not extend into any portion of the driveway apron/public sidewalk. If any passenger vehicle, truck, camper, trailer, boat, or other vehicle is stored or parked in any area designated for that purpose either on the Summerplace premises or elsewhere, such storage or parking shall be solely at the risk of the owner, and neither Declarant nor any other person, firm, or corporation shall have any responsibility therefor, whether or not any fee or charge is made, or paid for the privilege of such storage or parking.

- 1.3 **Fences, Hedges, and Walls.** On all lots no fence, hedge, structure, or wall (other than retaining wall) shall be constructed or exist between the setback line and the property line without the prior written approval of the Declarant or as provided in Section 1.11, Common Area Encroachments and Section 1.12, Grant of Waivers or Consents herein. No planting or structure obstructing vision at roadway intersections or driveways shall be permissible or maintained. No structure shall

encroach upon the required front yard setback, which shall be at least 19 feet from the nearest edge of the abutting curb. In addition, side yards abutting a dedicated public street shall be no less than 8 feet wide within which no structure shall be built.

- 1.4 **Animals.** Other than a maximum of two (2) household pets, excluding those in cages or tanks, no farm animals or fowl shall be kept or allowed to be kept on any lot or residential premises. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs shall be controlled as provided by ordinance of the County of Multnomah. Cats and other pets shall be confined to the dwelling or rear portion of the lot and not be permitted to run free or otherwise to become a nuisance or source of annoyance to other residents.
- 1.5 **Signs.** No sign shall be erected or displayed upon any unit or building without prior written permission as provided in Section 1.4+12, Grant of Waivers or Consents herein; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant; or for one temporary sign no larger than 18 inches by 24 inches advertising the property for sale; or for temporary community decorations, but such signs must be removed upon the sale of the unit, or conclusion of the community project.
- 1.6 **Use of Property.** No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained as provided in Section 1.12, Grant of Waivers or Consents herein. No oil or gas well, mine or quarry, or equipment therefor and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises.

Installation of flag poles, radio antennae, exterior mounted television antennae, exterior machinery for cooling and/or heating, and structures detached from the dwelling unit are prohibited on units or buildings unless prior written approval is obtained as provided in section 1.12, Grant of Waivers or Consents herein. Drying lines or apparatus shall be screened from exterior view. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance or aesthetic burden to the neighborhood or other occupants.

- 1.7 **Landscape and Maintenance.** Landscaping of yards shall be completed within a reasonable time, but in any event, within eight (8) months after building completion and shall conform to the general pattern of others in the community as established in the sole discretion of Declarant. All yards and growth thereof shall be maintained, cultivated and kept free from insects, weeds and diseases. The owner of each lot shall be responsible for the maintenance, repair and replacement of any portion of any perimeter retaining wall, brick wall or wood fence located on such lot as specified in the Residential Architectural Design Review Manual

and Enforcement Resolution (begins on page 43), doing so in accordance with standards and materials specified from time to time by the Association's Board of Directors, or any committee appointed by the Board of Directors for such purpose.

- 1.8 **Slope and Drainage Easements.** The owner and occupant of a residential building site will permit access by the owner or occupant of an adjoining or adjacent site to slopes or drainage ways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder, or interfere with the established drainage pattern over ~~his~~ their land from adjoining or adjacent land.
- 1.9 **Occupancy of Residential Units.** At least one age-qualified occupant shall reside in a Summerplace residential unit.

To be an age-qualified occupant, the person must be at least fifty-five (55) years of age or the spouse or domestic partner of a person at least fifty-five (55) years of age and must have been approved for membership (pursuant to an application submitted to the Board of Directors or its authorized representative) as a Proprietary Member or Associate Member of Summerplace Homeowners Association in accordance with its Bylaws and rules and regulations; provided that this restriction shall not prohibit temporary and social visitation of the occupants of a residential unit by persons not so qualified to be occupants; provided, further, that this provision shall not prohibit such occupancy by a child of more than eighteen (18) years of age of a qualified occupant who is residing with the qualified occupant; provided, further, that variances from the restrictions on occupancy defined herein may be granted on such terms and conditions as the granting authority may deem appropriate, as provided in Section 1.12, Grant of Waivers or Consents herein.

#### **1.9.1 Temporary Visitation Restrictions and Variances:**

- a. **Temporary visitation of a non-member is limited to 30 cumulative days in any 12-month period** and is open for visitors of any age providing they do not disrupt the harmony of the community. Should a qualified member resident of Summerplace desire an extension of time for a non-member visitor, the member may apply to the Board of Directors for a variance from this limitation and seek permission for the non-resident to visit for up to, but no longer than, an additional 30 days, or no more than 60 days total in a 12-month period.
- b. After a total of 60 days of temporary visitation, the non-member may apply for Associate Membership in the Summerplace Homeowners Association, and may be approved for such membership if the person meets all of the requirements for membership and residency.



- c. Only one such temporary variance may be approved for each residence in Summerplace within any one 12-month period.

- 1.10 **Roofs, Exterior Paint Color, and Trees.** No roof shall be replaced without prior written approval as provided in Section 1.12, Grant of Waivers or Consents herein. No structure shall be repainted without prior written approval as provided in Section 1.12. No existing tree shall be removed or damaged within Summerplace and no exterior alteration or addition (whether joined to or detached from any unit or other building) shall be made to any residential unit in Summerplace unless prior written consent as provided in Section 1.12 shall have been obtained. No planting which obstructs the view of other residents shall be permitted, except plantings within yards used reasonably for the screening of private areas.
- 1.11 **Common Area Encroachments.** No action will be taken to relocate or remove Common Area Encroachments existing prior to August 10, 2016. Subsequent to that date, no owner may landscape, construct or install any improvements or objects on Association Common Area Property without the prior written consent of the Board of Directors, which consent may be withheld or conditioned in the sole and unfettered discretion of the Board of Directors, including, without limitation, requiring the owner to provide the Board of Directors with a land survey, or proof of property markers, of all areas affected by the owner's proposal.
- 1.12 **Grant of Waivers or Consents.** Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing Sections 1.1 through 1.11 herein, inclusive, shall be exclusively in the Declarant or its successor in interest, during such period as Declarant or its successor in interest, shall own any real property in Summerplace.

Thereafter, the jurisdiction and authority shall be exclusively in the Summerplace Homeowners Association, acting through its Board of Directors; excepting that, with respect to the premises in any townhouse or condominium project over which the Declarant, or its successors in interest, shall have vested jurisdiction in a service association, the service association acting through its Board of Directors, shall then have the exclusive jurisdiction and authority. The Declarant or its successor in interest may delegate from time to time the jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents to the Board of Directors of Summerplace Homeowners Association.

**2.0 SUMMERPLACE HOMEOWNERS ASSOCIATION.** Summerplace Homeowners Association has been duly formed and incorporated as an Oregon nonprofit corporation.

- 2.1 **Membership.** Until changed by amendment of its Articles of Incorporation and its Bylaws, memberships in the Association are:

2.1.1 **Proprietary Members.** Each owner of a residential unit in Summerplace shall be a Proprietary Member, subject to the Bylaws; provided that the purchaser(s) in a contract for the purchase and sale of a residential unit shall be deemed the owner of such residential unit for these purposes.

Each Proprietary Member shall be entitled to one vote per residential unit owned by such member: provided that if two (2) or more Proprietary Members shall own any residential unit by any form of co-tenancy, such ownership is entitled to one vote, and the co-owners shall designate in writing filed with the Secretary of the Association one of their number who shall exercise the voting rights for such residential unit.

The rights and privileges of a Proprietary Membership shall terminate when the holder of any such Proprietary Membership shall cease to qualify as an owner, and the holder's certificate of membership shall thereafter be void.

Proprietary Members shall neither occupy a residential unit in Summerplace nor qualify as a resident in Summerplace unless said Proprietary Member is a qualified occupant of a residential unit as provided in Section 1.9 of the Declaration of Conditions and Restrictions.

2.1.2 **Associate Members.** Each occupant of a residential unit in Summerplace not eligible for Proprietary Membership, but who satisfies the conditions of these Bylaws and of the Conditions and Restrictions applicable to Summerplace respecting residency in Summerplace as set forth in Section 1.9 of the Conditions and Restrictions, shall be an Associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized and qualified non-proprietary occupant of a residential unit in Summerplace.

Associate Membership shall carry the rights and privileges of Proprietary Membership except the right to vote and the right to serve on the Board of Directors. At any time an Associate Member shall cease to be an occupant of a residential unit in Summerplace, said member's rights and privileges as an associate Member shall thereupon terminate.

## 2.2 **Assessments, Purpose of Assessments, Liens, and Collections.**

2.2.1 **Assessments.** The association is vested with power and authority to, and shall, assess and collect from time to time from its Proprietary Members: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, assessed, and collected as hereinafter provided.

Such annual and special assessments shall be chargeable ratably based upon the total number of occupants residing in the respective residential units in Summerplace. After July 31<sup>st</sup> each such assessment, together with late fees, possible attorney's fees incurred in the collection thereof, and interest, as specified in the Bylaws, Article 7.1, at the rate of nine (9) percent per annum from the due date on the unpaid balance of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and including any appeal of any decision) incurred in the collection thereof, shall become a charge against the respective residential unit and a continuing lien on the residential unit against which the assessment is made, which lien may be enforced by a suit in equity.

Each owner of a residential unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association each such annual or special assessment; and each such assessment shall be the personal obligation of the owner of such residential unit as of the date of the assessment is declared due as well as a lien against the residential unit. No owner may avoid liability for the assessments provided for herein by non-use of the community facilities by him/herself or any occupant of the residential unit against which the assessment is levied.

- 2.2.2 **Purpose of Assessment.** The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare, and protection of the residents in Summerplace and in particular for the improvement and maintenance of Summerplace and the buildings, services, facilities, planted parkways devoted to this purpose, and related to the use and enjoyment of the common areas and facilities in the Summerplace area.
- 2.2.3 **Basis of Annual Assessments.** Subject to change as hereinafter provided, there shall be an assessment per occupant residing in a residential unit, with proration on a calendar year basis for any resident whose residency commences or terminates other than as of January. The annual assessment may be increased or decreased effective January 1 or July 1 of each calendar year by action of the Board of Directors, without vote of the membership. The assessments shall be payable on or before January 10. Any increase effective July 1 shall be payable on or before the following July 10.

- 2.2.4 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Board of Directors may levy, effective January 1 or July 1 of each calendar year, a special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, maintenance, replacement of any capital improvement described in the notice of the Board of Directors' meeting at which such action shall be considered.
- 2.2.5 **Uniform Rate of Assessments.** Unless otherwise provided by action of the Board of Directors, both annual and special assessments shall be fixed at a uniform rate per occupant of all residential units and may be collected on an annual basis, or such other basis as the Board of Directors shall determine. During any period when the Declarant, or its successors in interest, shall own any real property in Summerplace, any action of the Board of Directors fixing any assessment on other than a uniform rate per occupant shall be invalid unless the Declarant, or its successors in interest shall concur in writing with that action.
- 2.2.6 **Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering the residential unit upon which it is levied. Sale or transfer of any lot or residential unit shall not affect the assessment lien. However, the sale or transfer of any lot or residential unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot or residential unit from liability for any assessments thereafter becoming due or from the lien thereof.
- 2.2.7 **Summerplace Homeowners Association Option to Remedy Violations.** The Association, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violation of these Declarations of Restrictions, to plant or re-plant, trim, cut back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants, or lawn, and to clean, paint, repair, replace, and generally maintain the exterior of a residential unit and improvements thereon and to keep said lot or parcel and any residential building and improvement thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the association pursuant to this Section 2.2.7 shall be a charge and a lien against the residential unit, lot, or parcel involved with a lien enforceable as above provided in this Section 2.2 and shall be the personal obligation of the owner thereof.

### 3.0 COMMON FACILITIES

- 3.1 **Definition.** Within Summerplace, Declarant proposed to construct certain community facilities for the use, service, or benefit, in common, of the residents of Summerplace, or specific portions thereof.

These facilities are herein referred to as “Common Facilities” and may include, with the specific exceptions defined below, the recreation hall or halls, swimming pool or pools, outdoor lighting system, common open space as approved by Multnomah County from time to time, roads other than those which shall have been accepted by the County of Multnomah and incorporated into its road system, sidewalks, and tennis courts; provided, however, that the Common Facilities shall include no facilities or installations which, by any plat, dedication, or announced plan, shall have been, or may in the future be, dedicated to the common ownership of those who, collectively, shall own one or more townhouse units or one or more condominium units in Summerplace.

Until conveyed to the Summerplace Homeowners Association as contemplated by Section 3.2 below, the Common Facilities shall be under the authority of the Declarant or its nominee, which may be, but need not be, the Association, to govern use and control the policies of the Common Facilities.

3.1.1 **Exceptions.**

- a. Sidewalks abutting public streets and contained within the public right-of-way are **not** Common Facilities as described in Article 3 of the Declaration of Conditions and Restrictions for Summerplace.
- b. Only sidewalks that are entirely contained within and surrounded by Common Property of the Summerplace Homeowners Association are Common Facilities as described in Article 3.0 of the Declaration of Conditions and Restrictions for Summerplace.

- 3.2 **Conveyance of Common Facilities.** At such time or times as the Declarant, or its successor in interest, shall deem the Summerplace homeowners Association, an Oregon nonprofit corporation financially capable of operation of the Common Facilities, it shall convey to the Association some or all of the Common Facilities; provided, that any part so conveyed shall be free of debt encumbrance at the time of conveyance.

The Summerplace Homeowners Association shall accept each such conveyance, and thereupon shall be vested with authority to govern the facility or facilities so conveyed and thereafter shall be entitled to all revenue produced by the facility and shall be responsible to operate, maintain, and support the facility, and the Declarant thereafter shall have no control over, or responsibility for, the facility (except as to Directors of the association) and shall have no obligation or

responsibility, financial or otherwise, with respect thereto, except to provide Directors in accordance with the Articles and Bylaws of the Association.

#### 4.0 GENERAL PROVISIONS

4.1 **Terms.** All of the restrictions, covenants, and agreements therein contained shall apply to all units in Summerplace and shall be binding upon all parties claiming under Declarant until January 1, 2010, at which time they shall automatically extend for successive periods of five (5) years; unless, effective January 1, 2010, or at the end of any such five-year (5-year) extension, the membership of the Summerplace Homeowners Association, by two thirds (2/3) vote of those present and voting, at a special meeting called for the purpose, shall resolve to terminate these restrictions; provided, that with the concurrence of Declarant, or its successor in interest, during such period as either shall own any real property in Summerplace, the restrictions may be changed, supplanted, or rescinded in any or all particulars at any time by a vote of two-thirds (2/3) of the Board of Directors of Summerplace Homeowners Association at any regular or special meeting called for such purpose, whereupon such change shall be binding upon such owners of residential units in Summerplace and their successors in interest and the occupant of such residential units.

4.2 **Enforcement.** Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a unit in Summerplace or the Summerplace Homeowners Association, or Declarant, or its successor in interest, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person or persons.

Without limiting the foregoing, Summerplace Homeowners Association shall take action to enforce the requirements of occupancy of residential units as set forth in Section 1.9 against any Proprietary Member who occupies or permits his residential unit to be occupied in violation of Section 1.9 as well as any Associate Member or other occupant who is in violation of Section 1.9. The Proprietary Member shall reimburse the Association for legal fees incurred by the Association in taking any such action, whether or not suit or action is filed in court.

In the event suit or action is filed in court to enforce any of the covenants and restrictions, including Section 1.9, Occupancy of Residential Units, Summerplace Homeowners Association shall be entitled to recover its reasonable attorney's fees incurred in such action, as set by the court or courts at trial and on any appeal, in addition to its costs and expenses.

Any costs and expenses, including attorney's fees, incurred by Summerplace Homeowners Association in this Section 4.2: (a) shall be the personal obligation of the Proprietary Member(s) who violates a covenant or restriction or whose residential unit is in violation of a covenant, or restriction and, (b) shall be a lien against the residential unit owned by the Proprietary Member(s).

- 4.3 **Subordination.** Any breach of the covenants and restrictions contained herein, a re-entry by reason of judgment or lien resulting therefrom shall be subordinate to any mortgage or deed in trust heretofore or hereafter executed in good faith and for value encumbering a unit, but shall be binding upon and effective against a subsequent purchaser thereof.

A bona fide purchaser for value or mortgagee, without actual or constructive notice of an existing breach of the conditions and retractions contained herein shall not be bound thereby; provided, the Association, through its Board of Directors, may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the unit against which the lien is claimed, and name or names of the reputed owners thereof.

Such notice, recorded in Multnomah County, shall be public notice of such breach, and constructive notices to any subsequent purchaser, but if no action for enforcement thereof has been commenced within ninety (90) days after recording; such notice shall expire and the breach described presumed to have been remedied.

- 4.4 **Severability.** Invalidation by judgment or decree of any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.
- 4.5 **Binding Effect;** The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarant, its successor in interest, the owner or owners of any unit in Summerplace, and their respective representatives, successors, or assigns.
- 4.6 **Non-Waiver.** Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

IN WITNESS WHEREOF Summerplace Homeowners Association has executed this instrument on this 18th day of December, 2019.

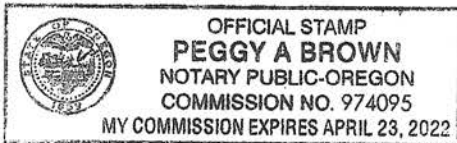
SUMMERPLACE HOMEOWNERS  
ASSOCIATION, an Oregon nonprofit corporation

By: Cindy L. Cali  
Cindy L. Cali, President

By: Eleanore L. Cook  
Eleanore L. Cook, Secretary

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

Personally appeared before me this 18th day of December, 2019, the above-named Cindy L. Cali, who, being duly sworn, did say that she is the President of Summerplace Homeowners Association and that said instrument was signed in behalf of said Summerplace Homeowners Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

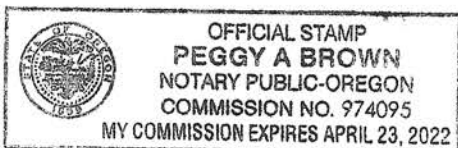


Peggy A. Brown  
Peggy A. Brown  
Notary Public for Oregon

My Commission Expires: 4/23/22

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

Personally appeared before me this 18th day of December, 2019, the above-named Eleanore L. Cook, who, being duly sworn, did say that she is the Secretary of Summerplace Homeowners Association and that said instrument was signed in behalf of said Summerplace Homeowners Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Peggy A. Brown  
Peggy A. Brown  
Notary Public for Oregon

My Commission Expires: 4/23/22



**EXHIBIT A**  
**LEGAL DESCRIPTION**

The following described property located in Multnomah County, Oregon:

**SUMMERPLACE** created by the following documents recorded in the Records of Multnomah County, Oregon

1. Summerplace (Phase I) recorded March 13, 1979 in Book 1210, Page 90, Plat Records.
2. Summerplace (Phase I-A) recorded April 23, 1979 in Book 1211, Page 12, Plat Records.
  - a. Declaration of Annexation Affecting lots in Summerplace (Phase I-A) was recorded February 27, 1980 in Book 1423, Page 1328, Records of Multnomah County, Oregon.
3. Summerplace (Phase II) recorded November 4, 1980 in Book 1214, Page 19, Plat Records.
  - a. Declaration of Conditions and Restrictions Summerplace Phase #2 (subjecting property to Declaration) was recorded November 4, 1980 in Book 1481, Page 1336, Records of Multnomah County, Oregon.
4. Summerplace (Phase III) recorded July 31, 1986 in Book 1218, Page 57, Plat Records.
5. Summerplace (Phase IV-A) recorded October 1, 1991 in Book 1223, Page 1, Plat Records.
6. Summerplace (Phase IV-B) recorded November 13, 1991 in Book 1223, Page 7, Plat Records.
7. Summerplace (Phase V) recorded June 27, 1988 in Book 1219, Page 63, Plat Records.
8. Summerplace (Phase VI) recorded July 6, 1989 in Book 1220, Page 38, Plat Records.
9. Summerplace (Phase VII) recorded June 25, 1996 in Book 1232, Page 1, Plat Records.

**WINDSOR PLACE CONDOMINIUM** created by the following documents recorded September 27, 1991 in the Records of Multnomah County, Oregon:

1. Declaration Submitting Stage I of Windsor Place Condominium to the Oregon Condominium Act recorded in Book 2461, Page 1228.
2. Bylaws of the Association of Unit Owners of Windsor Place Condominium recorded in Book 2461, Page 1246.
3. Plat of Windsor Place Condominium recorded in Book 1222, Page 100, Plat Records

**WINDSOR PLACE II CONDOMINIUM** created by the following documents recorded June 25, 1998 in the Records of Multnomah County, Oregon:

1. Declaration of Windsor Place II Condominium recorded as Document No. 98111193.
2. Bylaws of Windsor Place II Condominium Owners' Association recorded as an attachment to the Declaration.
3. Plat of Windsor Place II Condominium recorded in Book 1238, Page 83, Plat Records

**WINDSOR PLACE III CONDOMINIUM** created by the following documents recorded April 1, 1999 in the Records of Multnomah County, Oregon:

1. Declaration of Windsor Place III Condominium recorded as Document No. 99065840
2. Bylaws of Windsor Place III Condominium Owners' Association recorded as Document No. 99065841.
3. Plat of Windsor Place III Condominium recorded in Book 1241, Page 95, Plat Records

**GLENWOOD PLACE CONDOMINIUM** created and expanded by the following documents recorded in the Records of Multnomah County, Oregon:

1. Declaration Submitting Glenwood Place Condominium to the Oregon Condominium Act recorded November 22, 1983 in Book 1707, Page 1914.
2. By-Laws of the Association of Unit Owners of Glenwood Place Condominium recorded November 22, 1983 in Book 1707, Page 1929.
3. Plat of Glenwood Place Condominium recorded November 22, 1983 in Book 1216, Page 87, Plat Records
4. Supplemental Declaration Submitting Glenwood Place Condominium Phase 2 to the Oregon Condominium Act recorded February 17, 1984 in Book 1727, Page 1101 and Plat of Glenwood Place Condominium (Phase 2) recorded February 17, 1984 in Book 1217, Page 12, Plat Records.
5. Supplemental Declaration Submitting Glenwood Place Condominium Phase 3 to the Oregon Condominium Act recorded September 24, 1984 in Book 1776, Page 1757 and Plat of Glenwood Place Condominium (Phase 3) recorded September 24, 1984 in Book 1217, Page 63, Plat Records.
6. Supplemental Declaration Submitting Glenwood Place Condominium Phase 4 to the Oregon Condominium Act recorded October 22, 1985 in Book 1859, Page 1659 and Plat of Glenwood Place Condominium (Phase 4) recorded October 22, 1985 in Book 1218, Page 27, Plat Records.

7. Supplemental Declaration Submitting Glenwood Place Condominium Phase 5 to the Oregon Condominium Act recorded December 17, 1985 in Book 1871, Page 2347 and Plat of Glenwood Place Condominium (Phase 5) recorded December 17, 1985 in Book 1218, Page 33, Plat Records.
8. Supplemental Declaration Submitting Glenwood Place Condominium Phase 6 to the Oregon Condominium Act recorded August 21, 1986 in Book 1930, Page 1707 and Plat of Glenwood Place Condominium (Phase 6) recorded August 21, 1986 in Book 1218, Page 67, Plat Records.
9. Supplemental Declaration Submitting Glenwood Place Condominium Phase 7 to the Oregon Condominium Act recorded November 20, 1986 in Book 1957, Page 478 and Plat of Glenwood Place Condominium (Phase 7) recorded November 20, 1986 in Book 1218, Page 74, Plat Records.
10. Supplemental Declaration Submitting Glenwood Place Condominium Phase 8 to the Oregon Condominium Act recorded December 5, 1986 in Book 1961, Page 649 and Plat of Glenwood Place Condominium (Phase 8) recorded December 5, 1986 in Book 1218, Page 80, Plat Records.
11. Supplemental Declaration Submitting Glenwood Place Condominium Phase 9 to the Oregon Condominium Act recorded April 6, 1987 in Book 1993, Page 711 and Plat of Glenwood Place Condominium (Phase 9) recorded April 6, 1987 in Book 1218, Page 94, Plat Records.
12. Supplemental Declaration Submitting Glenwood Place Condominium Phase 10 to the Oregon Condominium Act recorded May 27, 1987 in Book 2008, Page 1453 and Plat of Glenwood Place Condominium (Phase 10) recorded May 27, 1987 in Book 1218, Page 100, Plat Records.
13. Supplemental Declaration Submitting Glenwood Place Condominium Phase 11 to the Oregon Condominium Act recorded April 6, 1988 in Book 2092, Page 1979 and Plat of Glenwood Place Condominium (Phase 11) recorded April 6, 1988 in Book 1219, Page 49, Plat Records.
14. Supplemental Declaration Submitting Glenwood Place Condominium Phase 12 to the Oregon Condominium Act recorded June 30, 1988 in Book 2116, Page 2711 and Plat of Glenwood Place Condominium (Phase 12) recorded June 30, 1988 in Book 1219, Page 66, Plat Records.
15. Supplemental Declaration Submitting Glenwood Place Condominium Phase 13 to the Oregon Condominium Act recorded September 12, 1988 in Book 2136, Page 1311 and Plat of Glenwood Place Condominium (Phase 13) recorded September 12, 1988 in Book 1219, Page 72, Plat Records.

16. Supplemental Declaration Submitting Glenwood Place Condominium Phase 14 to the Oregon Condominium Act recorded January 23, 1989 in Book 2172, Page 2280 and Plat of Glenwood Place Condominium (Phase 14) recorded January 23, 1989 in Book 1220, Page 3, Plat Records.
17. Supplemental Declaration Submitting Glenwood Place Condominium Phase 15 to the Oregon Condominium Act recorded March 22, 1989 in Book 2187, Page 1993 and Plat of Glenwood Place Condominium (Phase 15) recorded March 22, 1989 in Book 1220, Page 21, Plat Records.
18. Supplemental Declaration Submitting Glenwood Place Condominium Phase 16 to the Oregon Condominium Act recorded August 17, 1989 in Book 2228, Page 2954 and Plat of Glenwood Place Condominium (Phase 16) recorded August 17, 1989 in Book 1220, Page 47, Plat Records.
19. Supplemental Declaration Submitting Glenwood Place Condominium Phase 17 to the Oregon Condominium Act recorded October 18, 1989 in Book 2245, Page 2323 and Plat of Glenwood Place Condominium (Phase 17) recorded October 18, 1989 in Book 1220, Page 68, Plat Records.
20. Supplemental Declaration Submitting Glenwood Place Condominium Phase 18 to the Oregon Condominium Act recorded February 23, 1990 in Book 2278, Page 945 and Plat of Glenwood Place Condominium (Phase 18) recorded February 23, 1990 in Book 1221, Page 5, Plat Records.
21. Supplemental Declaration Submitting Glenwood Place Condominium Phase 19 to the Oregon Condominium Act recorded March 28, 1990 in Book 2287, Page 2975 and Plat of Glenwood Place Condominium (Phase 19) recorded March 28, 1990 in Book 1221, Page 11, Plat Records.
22. Supplemental Declaration Submitting Glenwood Place Condominium Phase 20 to the Oregon Condominium Act recorded March 28, 1990 in Book 2287, Page 2992 and Plat of Glenwood Place Condominium (Phase 20) recorded March 28, 1985 in Book 1221, Page 13, Plat Records.

After recording return to:  
P. Stephen Russell III  
Landye Bennett Blumstein LLP  
1300 SW Fifth Avenue, #3500  
Portland, Oregon 97201

2019 RESTATED BYLAWS  
OF  
SUMMERPLACE HOMEOWNERS ASSOCIATION

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**2019 RESTATED BYLAWS  
OF  
SUMMERPLACE HOMEOWNERS ASSOCIATION**

These 2019 Restated Bylaws of Summerplace Homeowners association (“2019 Restated Bylaws”) are made this 18th day of December, 2019 by Summerplace Homeowners Association, an Oregon nonprofit corporation (“the Association”) pursuant to ORS 96.625(10).

**RECITALS**

The Summerplace Homeowners Association is a Class 1 Planned Community subject to the Oregon Planned Community Act (ORS 94.550-94.783) originally established pursuant to that certain Declaration of Conditions and Restrictions of Tualatin Development Co., Inc., recorded on March 13, 1979, in Book 1336, Page 1987 et seq. in the Records of Multnomah County, State of Oregon (the “Declaration”), and pursuant to the Bylaws adopted originally for the Summerplace Civic Association on February 20, 1979, recorded on March 13, 1979, in Book 1336, Page 2001, et seq., in the Records of Multnomah County, State of Oregon (the “Bylaws”), as amended from time to time thereafter, which Bylaws are hereby amended and restated in their entirety to read as set forth in this instrument. For continuity and historical reference, this document retains certain provisions that may no longer be applicable to the present administration of Summerplace, including, for example, references to Tualatin Development Co., Inc., a Delaware corporation, as the “Declarant”. Summerplace administers its affairs for the benefit of the real property described in the instruments referred to on Exhibit A hereto attached.

**ARTICLE 1.0  
DEFINITIONS**

As used herein, the following terms are defined as follows:

- 1.1 **Declarant.** Declarant shall mean and refer to Hayden Corporation, a Delaware corporation and successor of Tualatin Development Co., Inc., and to Hayden Corporation’s successors in interest, Summerplace Homeowners Association.
- 1.2 **Summerplace.** Summerplace shall mean and refer to real property in the plat of Summerplace and recorded in the Recording Office of Multnomah County, Oregon, and to all other plats contiguous thereto or joined thereto by successive contiguous plat which have been or in the future shall be recorded by the Declarant, or its successor in interest, and to which the Conditions and Restrictions applicable by declaration of the owner or owners or dedicator or dedicators of any such plat.
- 1.3 **Association.** Association shall mean and refer to the Summerplace Homeowners Association.

## **ARTICLE 2.0 MEMBERSHIP**

Until changed by amendment of its Articles of Incorporation and its Bylaws, member-ships in the Association are:

- 2.1 **Proprietary Members.** Each owner of a residential unit in Summerplace shall be a Proprietary Member, subject to the Bylaws; provided that the purchaser in a contract for the purchase and sale of a residential unit shall be deemed the owner of such residential unit for these purposes.

Each Proprietary Member shall be entitled to one (1) vote per residential unit owned by such Member provided that if two (2) or more Proprietary Members shall own any residential unit by any form of co-tenancy, such ownership is entitled to one (1) vote, and the co-owners shall designate in writing, filed with the Secretary of the Association, one (1) of their number who shall exercise the voting rights for such residential unit.

The rights and privileges of a Proprietary Member shall terminate when the holder of any such Proprietary Membership shall cease to qualify as an owner, and the holder's certificate of membership shall thereafter be void.

Proprietary Members shall neither occupy a residential unit in Summerplace nor qualify as a resident in Summerplace unless said Proprietary Member is a qualified occupant of a residential unit as provided in Section 1.9, Occupancy of Residential Units, of the Declaration of conditions and Restrictions.

- 2.2 **Associate Members.** Each occupant of a residential unit in Summerplace not eligible for Proprietary Membership, but who satisfies the conditions of these Bylaws and of the conditions and restrictions applicable to residency in Summerplace as set forth in Section 1.9, Occupancy of Residential Units, of the Declaration of Conditions and Restrictions, shall be an Associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized and qualified non-proprietary occupant of a residential unit in Summerplace.

Associate Membership shall carry all the rights and privileges of a Proprietary Membership except the right to vote and the right to serve on the Board of Directors. At any time an Associate Member shall cease to be an occupant of a residential unit in Summerplace, said member's rights and privileges as an Associate Member shall thereupon terminate.

## **ARTICLE 3.0**

### **MEETINGS OF MEMBERSHIP**

- 3.1 **Annual Meeting.** The annual meeting of the members shall be held on the second Monday of October of each year for the purpose of electing directors and transacting such other business as may properly come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Oregon, the meeting shall be held on the next succeeding business day.

Immediately following the adjournment of the annual meeting, a meeting of the newly formed Board of Directors shall be convened for the purpose of electing officers for the next calendar year.

- 3.2 **Failure to Hold Annual Meeting.** If the annual meeting is not held at the designated time, the President or the Board of Directors may call the annual meeting at a time fixed by them not more than sixty (60) days after such designated time by proper notice designating the meeting as the annual meeting.

If the annual meeting is not held at the designated time or during the sixty-day period thereafter, the annual meeting may be called by members having one-twentieth (1/20<sup>th</sup>) of the votes entitled to be cast at the annual meeting.

In such event, notice shall be given not more than fifteen (15) days after the expiration of such sixty-day period, such notice shall fix the time of meeting at the earliest date permissible under the applicable notice provisions.

- 3.3 **Special Meeting.** Special meetings of the members may be called by the President or the Board of Directors, and shall be called by the President at the request of members having one-tenth (1/10<sup>th</sup>) of the votes entitled to be cast at such meeting.

- 3.4 **Place of Meetings.** The Board of Directors may designate any place, either within or without the State of Oregon, as the place of meeting for any annual meeting of the members or for any special meeting of the members called by the Board of Directors. If no designation is made, or a special meeting is otherwise called, the place of meeting shall be at the Summerplace Recreation Building.

- 3.5 **Notice of Meeting.** Written notice stating the place, day, and hour of the Annual Meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days or more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each member entitled to vote at such meeting.

If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, with postage fully prepaid thereon, and addressed to the

member at the most recent address of the member as it appears on the records of the Association.

- 3.6 **Quorum.** The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law, the Articles of Incorporation, or the Bylaws of the association. Those members present at any annual or special meeting of members constitute a quorum at the meeting.

## **ARTICLE 4.0 BOARD OF DIRECTORS**

- 4.1 **General Powers.** The business and affairs of the Association shall be managed by its Board of Directors.
- 4.2 **Number, Tenure, and Qualifications.** The Board of Directors shall consist of six (6) Directors who shall have been duly elected from among the Proprietary members of the Association at the annual meeting of the members. The directorships shall be staggered so that at each annual meeting, two (2) Directors shall be elected for a three-year term. Nominations for directors shall be received by the Board for a period of at least thirty (30) but not more than 50 days ending no less than 10 days prior to the annual meeting. All persons nominated and who consent to such nomination shall have their names placed on the ballot. Directors shall serve during their respective terms until the successors have been elected and qualified.
- 4.3 **Regular Meetings.** All Board of Directors' meetings shall be open to property owners; regular meetings of the Board of Directors will be held the second Wednesday of each month except October-
- Written notice stating the place, day, and hour of a regular monthly meeting of the Board of Directors, and the purpose or purposes for which the meeting is called, shall be posted on the Bulletin Board of the Summerplace Clubhouse, placed in a binder in the Summerplace Clubhouse Library, and uploaded to the Association's website, no less that 72 hours prior to commencement of the meeting.
- 4.4 **Special Meetings.** Special meetings of the Board of Directors may be called from time to time by the President or any two (2) directors.
- 4.5 **Notice.** Written or digital notice of any special meeting of the Board of Directors shall be given at least five (5) days prior to the date of the meeting. If mailed, notice shall be deemed to be given when deposited in the United States Mail

addressed to the director at the director's residence address, with postage fully prepaid.

The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4.6 **Waiver of Notice.** Whenever any notice is required to be given to a director of the Association, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

4.7 **Quorum.** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of all business, but if at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

4.8 **Manner of Acting.**

4.8.1 The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as provided by law, the Articles of Incorporation or the Bylaws.

4.8.2 Emergency meetings of the Board of Directors may be held by conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other. Participation at such a meeting shall constitute presence in person at the meeting. Emergency meetings may be held without notice if the reason for the emergency is stated in the minutes of the meeting. Minutes of emergency meetings shall be made available within one week of the emergency meeting.

4.8.3 Any action which is required or permitted to be taken by the directors at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the directors entitled to vote on the matter. The action shall be effective on the date when the last signature is placed on the consent or at such earlier time as is set forth therein. Such consent, which shall have the same effect as a majority vote of the Directors, shall be filed with the minutes of the Association. An announcement at the subsequent monthly HOA Board of Directors Meeting regarding such action shall be made.

4.9 **Vacancies.** Except as hereinafter provided, any vacancy occurring on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired

term of the director's predecessor in office. In the interim, the remaining directors shall possess and may exercise all powers vested in the Board of Directors.

- 4.10 **Compensation.** The members of the Board of Directors shall serve without compensation.

## **ARTICLE 5.0 COMMITTEES**

- 5.1 **Designation.** A majority of the Board of Directors may designate and appoint one or more committees. At least one director shall be assigned to act as liaison to the Board of Directors for each committee.

Each committees shall act to the extent provided in the Articles of Incorporation, or in the Bylaws of the Association and shall have the authority of the Board of Directors as contemplated therein; provided, however, that no committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any director or officer of the Association; amending the Articles of Incorporation; authorizing the sale, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.

The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law upon the Board or individual director.

- 5.2 **Procedures, Meetings, Quorum.**

5.2.1 The Board of Directors, at its discretion, shall appoint a Chairperson or Co-Chairpersons as proposed by the members of the committee. The Chairperson or Co-Chairpersons shall preside at all meetings of the committee and a secretary shall keep a record of its acts and proceedings.

5.2.2 Meetings of the committees shall be called at the request of the Chairperson or Co-Chairpersons or of any member of the committee and shall be held upon such notice as is required by these Bylaws for meetings of the Board of Directors, provided that notice by word of mouth or telephone shall be sufficient.

5.2.3 At least three (3) members must be present at a meeting of a committee to constitute a quorum. The act of a majority of the members present at such a meeting at which a quorum is present shall be the act of the committee.

- 5.3 **Architectural Review Committee.** The Architectural Review Committee and its Chairperson shall be appointed by and report to the Summerplace Association Board of Directors. Its purpose is to assist in maintaining the architectural integrity, harmony, and quality of Summerplace by reviewing and deciding upon requests from individual homeowners for changes to the exterior of the homeowner's property, including alterations to the landscaping. (See Owner's Manual for Proprietary Members of the Summerplace Homeowners Association beginning on page 43.)
- 5.3.1 **Membership, Appointment and Removal.** The Architectural Review Committee shall consist of as many persons, but not less than five, as the Board of Directors may from time to time appoint. The Board of Directors may remove any member of the Architectural Review Committee from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Architectural Review Committee. If the Board of Directors fails to appoint members of the Architectural Review Committee, the Board of Directors shall itself serve as the Architectural Review Committee.
- 5.3.2 **Architectural Review Required.** No improvement, including exterior alterations of existing homes and other structures or changes to landscaping, shall be commenced, erected, placed, altered, or maintained on any lot until the design plans and specifications showing the nature, shape, heights, materials, colors, and location of the proposed improvement have been submitted to and approved in writing by the Architectural Review Committee. It is the intent and purpose of this provision to achieve a high standard of quality, workmanship and materials, and to assure harmony of external design with existing improvements and location of the improvements with respect to topography and finished grade elevations.
- 5.3.3 **Procedure and Design Guidelines.** The decisions of the Architectural Review Committee shall be governed by any applicable provisions of the Declaration, Bylaws and design guidelines set forth in the Residential Architectural Design Review Manual adopted, and from time to time amended, by the Architectural Review Committee and approved by the Board of Directors (See Owner's Manual for Proprietary Members of the Summerplace Homeowners Association beginning on page 43). In all cases for which Architectural Review Committee approval or consent is required, the provisions of this Section 5.3 shall apply. The procedure and specific requirements for application for Architectural Review Committee review may be set forth in the Residential Architectural Design Review Manual.

- 5.3.4 **Committee Decisions.** The Architectural Review Committee shall render its decision on an application for approval of the design of an improvement or any other proposal submitted to it for approval or consent within 30 days after it has received a complete written application therefor. A completed application for change shall state the nature of the request and be supported by all material reasonably required or desired by Architectural Review Committee in order to make an informed decision on such request.

The Architectural Review Committee shall render its decision only by written instrument setting forth the action taken. If the Architectural Review Committee fails to approve, defer, or deny a matter before it within 42 days after the Architectural Review Committee has received a complete application, the request will be deemed approved and any applicable provisions of this Section shall be deemed to have been fully met.

- 5.3.5 **Committee Discretion.** The Architectural Review Committee may, in its sole discretion, withhold or condition its approval of any proposed improvement if the Architectural Review Committee finds the proposed improvement would be inappropriate for the particular lot or incompatible with the Residential Architectural Design Review Manual, and any design standards contained therein, that does not meet the specific guidelines of the Residential Architectural Design Review Manual.

Consideration of the site, shape, size, color, design, height, solar access, impairment of the view from other lots within Summerplace, or other effect on the enjoyment of other lots or the Common Areas, disturbance of existing terrain and vegetation and any other factors which the Architectural Review Committee reasonably believes to be relevant, may be taken into account by the Architectural Review Committee in determining whether or not to approve or condition its approval of any proposed improvement.

- 5.3.6 **Liability.** The scope of the Architectural Review Committee's review is not intended to include any review or analysis of structural, geophysical, engineering, or other similar considerations. Neither the Architectural Review Committee nor any member thereof shall be liable to any owner, occupant, builder, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Architectural Review Committee or a member thereof; provided only that the Architectural Review Committee has, or the member has, in accordance with the actual knowledge possessed by the Architectural Review Committee or by such member, acted in good faith.



- 5.3.7 **Non-waiver.** Approval or denial by the Architectural Review Committee of any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to grant or withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 5.3.8 **Appeal.** Any owner may appeal any action of the Architectural Review Committee to the Board of Directors. Appeals shall be made in writing within ten days of the Architectural Review Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors of the Association within 30 days after receipt of such appeal.
- 5.3.9 **Effective Period of Consent.** The Architectural Review Committee's consent to any proposed improvement shall automatically expire and be null and void six (6) months after issuance unless the owner has applied for and received an extension of time from the Committee.
- 5.3.10 **Enforcement.** The Architectural Review Committee shall have primary authority to respond to, investigate, and resolve complaints of alleged noncompliance with the Association's Declaration, Bylaws, and/or design guidelines set forth in the Residential Architectural Design Review Manual. In acting under this authority, the Architectural Review Committee shall follow the enforcement policy and procedure adopted by the Board of Directors, consistent with any applicable state law. (See Owner's Manual for Proprietary Members of the Summerplace Homeowners Association beginning on page 43.)

## **ARTICLE 6.0 OFFICERS**

- 6.1 **Number.** The officers of the Association shall be a President, one or more Vice Presidents as the Board of Directors may from time to time determine, a Secretary, and a Treasurer. Any two or more offices may be held by one person except the offices of President and Secretary.
- 6.2 **Election of Officers.** The officers of the Association shall be elected by the Board of Directors at each Annual Meeting.

In the event of a failure to hold the Annual Meeting as herein provided, officers may be elected at any time thereafter at a special meeting of the Board of Directors called for that purpose. Each officer shall hold office for the term of one (1) year and until a successor shall be elected and qualified.

- 6.3 **Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of

the Association would be served thereby. Election or appointment of an officer shall not of itself create contract rights.

- 6.4 **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.
- 6.5 **Employees and Agents.** The Board of Directors shall be empowered to employ such employees and agents and execute such contracts as it may deem necessary to properly carry out its objectives and purposes as stated in the Articles of Incorporation and in these Bylaws.
- 6.6 **President.** The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the affairs of the Association. The President shall, when present, preside at all meetings of the members and of the Board of Directors.
- 6.7 **Vice Presidents.** In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of the election) shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all the restrictions upon the President. Any Vice President shall perform any such duties as may be assigned from time to time by the President or by the Board of Directors.
- 6.8 **Secretary.** The Secretary shall:
- 6.8.1 Be the custodian of the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose;
  - 6.8.2 Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
  - 6.8.3 Be custodian of the corporate records;
  - 6.8.4 Be the custodian of the register of the mailing address and names of all the members; and
  - 6.8.5 In general, perform all duties incident to the office of Secretary and such other duties as may be assigned to the Secretary by the Board of Directors. The Secretary is authorized to sign with the President or Vice President, in the name of the Association, all official documents, papers, deed and

contracts including those in any way affecting the property or interest of the Association.

- 6.9 **Treasurer.** The Treasurer shall keep complete and correct records of accounts showing the financial condition of the Association. The Treasurer shall be the legal custodian of all monies, notes, securities, and other valuables that may come into the possession of the Association. The Treasurer shall ensure the deposit of all funds of the Association into depositories which the Board of Directors shall designate. The Treasurer shall pay the funds out either by Association check or by use of the Association debit card in a manner authorized by the Board of Directors. The Treasurer shall perform such other duties as the Board of Directors may require.

## **ARTICLE 7.0**

### **ASSESSMENTS, PURPOSE OF ASSESSMENT, LIENS AND COLLECTIONS**

- 7.1 **Fees and General Assessments.** The Homeowners Association is vested with power and authority to, and shall, assess and collect from time to time from its Proprietary Members: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, assessed, and collected as hereinafter provided.

Such annual and special assessments shall be chargeable ratably based upon the number of occupants residing in the respective residential units in Summerplace. Each such assessment is subject to a monthly late fee of \$25 if not received by January 10<sup>th</sup> and monthly late fees will continue to accrue until the annual assessment is paid in full. Annual assessments and late fees that remain unpaid as of July 31<sup>st</sup> together with interest at the rate of nine percent (9%) per annum from the due date on unpaid balance of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and in event also of appeal) incurred in the collection thereof, shall become a charge against the respective residential unit and a continuing lien on the residential unit against which the assessment is made, which lien may be enforced by a suit in equity (ORS 94.709).

Each owner of a residential unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association each such annual or special assessment and each such assessment shall be the personal obligation of the owner of such residential unit as of the date the assessment is declared due as well as a lien against the residential unit. No owner may avoid liability for the assessments provided for herein by non-use of the community facilities by himself or herself or any occupant of the residential unit against which the assessment is levied.

- 7.2 **Purpose of Assessments.** The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, welfare, and protection of the residents in Summerplace and in particular for the improvement and maintenance of Summerplace and to the building, service facilities, planted parkways and other facilities devoted to this purpose and related to the use and enjoyment of the common areas and facilities in the Summerplace area.
- 7.3 **Basis of Annual Assessments.** Subject to change as hereinafter provided, there shall be an assessment per occupant residing in a residential unit, with proration on a calendar year basis for any resident whose residency commences or terminates other than as of January. The annual assessment may be increased or decreased effective January 1 or July 1 of each calendar year by action of the Board, without vote of the membership. The assessments shall be payable on or before January 10. Any increase effective July 1 shall be payable on or before the following July 10.
- 7.4 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Board of Directors may levy, effective January 1 or July 1 of each calendar year, special assessments for the purpose of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair, maintenance, or replacement of any capital improvement described in the notice of the Board meeting at which such action shall be considered.
- 7.5 **Fees and Other Charges For Major Expenses and Capital Expenditures for Common Areas and Common Facilities.** The purpose of this paragraph is to assure adequate funding for the maintenance and repair of common areas and facilities of Summerplace. The Summerplace Homeowners Association shall keep and maintain a reserve fund in accordance with ORS 94.595.
- (a) An Initiation/Transfer fee, in an amount to be set by the Board of Directors shall be due and payable in the event of a sale, conveyance or transfer of a lot, unit or building site, by the purchaser, transferee grantee, or in the event of a sale on contract, the vendee. Such fee shall be due and payable thirty(30) days following such sale, conveyance or transfer.
  - (b) The following shall not be considered as a sale, conveyance, or transfer for purposes of this subparagraph:
    - 1. A mortgage, trust deed, lien or other security interest on a lot, unit or building site;
    - 2. Acquisition by foreclosure of a security interest whether judicially or non-judicially of a lot, unit or building site; and

3. Acquisition by a deed in lieu of foreclosure of a lot, unit or building site.
- (c) The fee shall be used solely for budgeted or emergency major repair and capital expenditures for common areas. The fee shall not be used for maintenance or operating expenses.
  - (d) Exemption from the fee may be granted by the Board of Directors only under the following circumstances:
    1. Any person who acquires title or ownership interest in a lot, unit or building site by inheritance gift, tenancy by the entirety, living trust or other means without the payment of value or giving of other consideration, may apply for an exemption by making written request to the Board within thirty (30) days of acquiring such title or ownership interest. True copies of all documentation evidencing the acquisition of title or ownership interest shall be submitted with the request. The Board of Directors shall approve the request if the conditions of this Subparagraph 1 are met. The Board of Directors, at its discretion, may extend the thirty (30) day application period for a reasonable amount of time for good cause shown; or
    2. Any person who acquires title or ownership interest in a lot, unit or building site and who meets the qualifications listed in either of the following subparagraphs (A) or (B) may be granted an exemption by the Board of Directors if that person:
      - (A) Has sold, conveyed or transferred a Summerplace lot, unit or building site within the previous 365 days after having owned such location for at least one (1) year prior to the sale, and is purchasing another Summerplace lot, unit or building site within 365 days since the sale of the first Summerplace property conveyance or transfer and does not owe any outstanding fees, assessments or other charges to Summerplace, and has not applied for any other exemption under this paragraph.
      - (B) Presently owns a lot, unit or building site for at least one year, with the intent to sell, convey or transfer in order to move to another Summerplace lot, unit, or building site, and does not owe any outstanding fees, assessments or other charges to Summerplace. True copies of all documentation evidencing compliance with either Subparagraph (A) or (B) shall be submitted with the request. The Board shall approve the request if the conditions of this Subparagraph 2 are met. The Board, at its discretion may extend the thirty (30) day

(C) application period for a reasonable amount of time for good cause shown.

- (e) New purchasers of a lot, unit or building site in Summerplace, by virtue of that purchase and their membership in the Association pursuant to Article 2.0, are responsible for, and legally obligated to pay, the initiation fee unless an exemption is granted. The Association is authorized to collect all unpaid initiation fees in accordance with the provisions of Section 7.1, Fees and General Assessments.

7.6 **Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering the residential unit upon which it is levied. Sale or transfer of any lot or residential unit shall not affect the assessment lien.

However, the sale or transfer of any lot or residential unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof that came due prior to such sale or transfer. No sale or transfer shall relieve such lot or residential unit from liability for any assessments thereafter becoming due or from the lien thereof.

The Association, upon request by a first mortgagee, shall give written notification to said first mortgagee of any default in payment of the assessment; provided for herein which is not cured within sixty (60) days; provided, however, failure to provide such notification shall not create any liability on the part of the Association or its members.

7.7 **Association's Option to Remedy Violation.** The Association, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violations of these Bylaws or the Declarations of Conditions and Restrictions applicable to Summerplace, to plant or replant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrub, plants or lawns; and to clean, paint, repair, replace and generally maintain the exterior of a residential unit and improvements thereon and to keep said lot or residential unit and any residential building and improvement thereon in neat and good order to conform with the general attractive character of the area.

Any and all expenses which may be incurred by the Association pursuant to this provision shall be charge and lien against the lot or residential unit involved with a lien enforceable as provided above and, in addition, shall be the personal obligation of the owner thereof.

## **ARTICLE 8.0 INSURANCE**

- 8.1 **General.** The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in the amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as shall be hereafter customarily covered by insurance obtained by other planned communities similar in construction and design. Such additional insurance shall be governed by this Article 8.0.
- 8.2 **Types of Insurance Policies Maintained by Association.** For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all time, and shall pay for out of the operating funds, the following insurance to the extent that it is available at reasonable cost:
- 8.2.1 **Property Insurance.** A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism and malicious mischief.
- 8.2.2 **Liability.** A policy or policies insuring the Association, its Board of Directors, the owners individually, and employees against any liability to the public or the owners and their guests, incident to the ownership, supervision, control or use of the Property. Limits of liability under such insurance shall be not less than one million dollars (\$1,000,000) per occurrence for bodily injuries and property damage liability. Such limits and coverage shall be reviewed at least annually by the Board of Directors, which may increase the limits of and/or coverage. Said policy or policies shall be issued on a commercial General Liability form and shall provide cross liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.
- 8.2.3 **Workers Compensation.** Workers Compensation Insurance to the extent that it is necessary to comply with any applicable laws.
- 8.2.4 **Crime; Employee Dishonesty Insurance.** A crime or employee dishonesty policy that covers Board members, the management company, employees of the management company and any bookkeeper(s).
- 8.2.5 **Directors and Officers Insurance.** A directors and officers indemnification liability insurance policy.
- 8.3 **Insurance Companies Authorized.** All policies obtained under this Article 8 shall be written by a company licensed to do business in Oregon and holding a "Commissioner's Rating" of "B+" and a size rating of "IX," or better, by Best's Insurance Reports, or as may be otherwise acceptable to all Directors.

- 8.4 **Provisions in Insurance Policies.** The Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:
- 8.4.1 **Waiver of Subrogation.** A waiver of subrogation by the insurer as to any claims against the Board of Directors, the officers, employees, the owners agents, and guests.
- 8.4.2 **Noncancellation for Owner Conduct.** A provision that the master policy on the property cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual owners.
- 8.4.3 **Noncancellation Without Opportunity to Cure.** A provision that the master policy on the property cannot be canceled, invalidated or suspended on account of the conduct of any officer, Board member or employee without prior demand in writing that the Board of Directors cure the defect.
- 8.4.4 **No Other Insurance Clauses.** A provision that any “no other insurance” clause in the master policy exclude individual owners’ policies and not otherwise prevent such individual policies from providing coverage for damage to homes, lots, or common area.
- 8.5 **Home and Lot Insurance Maintained By Each Owner.** The Association shall have no responsibility to procure or to assist owners or occupants in procuring property loss insurance or liability insurance other than as expressly stated in this Article 8.0. Owners and occupants shall procure all other insurance coverage that they deem necessary or prudent for their protection.
- 8.6 **Review of Insurance Policies.** At least annually, the Board of Directors shall review all insurance carried by the Association, which review shall include a consultation with a representative of or authorized broker for the insurance carrier writing the master policy.

## **ARTICLE 9.0 AMENDMENTS**

These Bylaws may be amended at any regular or special meeting of the Association membership or the Board of Directors by a majority vote of the members or directors, as applicable, present at the meeting.

## **ARTICLE 10.0 USE RESTRICTIONS**

- 10.1 **Rental Prohibition.** No home or dwelling unit in Summerplace shall be leased, rented or otherwise used for rental purposes. At least one resident of every home and dwelling unit in Summerplace shall have a recorded ownership interest in the



home or dwelling unit in which they reside, unless as provided in the Declaration of Conditions and Restrictions, Sections 1.9, Occupancy of Residential Units and 1.12, Grant of Waivers or Consents (see page 7). This rental prohibition shall apply to condominium units in Summerplace only in accordance, and after compliance, with ORS 100.410(4).

- 10.2 **Exceptions.** The Board of Directors may, in its discretion, allow hardship exceptions to the rental prohibition set forth in the preceding Subsection 10.1, Rental Prohibition. Each such request shall be evaluated and decided on a case by case basis, and may be approved if the Board determines that the owner of a home or dwelling is precluded from occupying the home or dwelling unit due to some requirement of the Bylaws or Covenants; for example where someone who does not meet the minimum age requirement for residency in Summerplace obtains title to a home or dwelling by inheritance or if the resident is a sibling, child, grandchild, parent or grandparent of the legal owner. In all such hardship cases, the Board may allow the home or dwelling to be rented or leased, notwithstanding Subsection 10.1, until such time as the tenant or ownership of that unit changes, after which Subsection 10.1 shall apply.

IN WITNESS WHEREOF, Summerplace Homeowners Association has executed this instrument this 18th day of December, 2019.

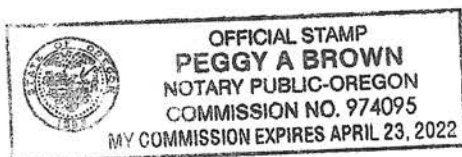
**SUMMERPLACE HOMEOWNERS ASSOCIATION,**  
an Oregon nonprofit corporation

By: Cindy L. Cali  
Cindy L. Cali, President

By: Eleanore L. Cook  
Eleanore L. Cook, Secretary

STATE OF OREGON           )  
  ) ss.  
County of Multnomah       )

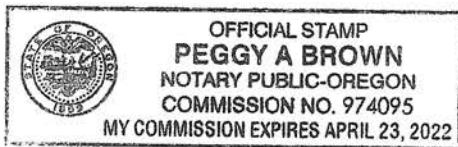
Personally appeared before me this 18th day of December, 2019, the above-named Cindy L. Cali, who, being duly sworn, did say that she is the President of Summerplace Homeowners Association and that said instrument was signed in behalf of said Summerplace Homeowners Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Peggy A. Brown  
Peggy A. Brown  
Notary Public for Oregon  
My Commission Expires: 4/23/22

STATE OF OREGON           )  
  ) ss.  
County of Multnomah       )

Personally appeared before me this 18th day of December, 2019, the above-named Eleanore L. Cook, who, being duly sworn, did say that she is the Secretary of Summerplace Homeowners Association and that said instrument was signed in behalf of said Summerplace Homeowners Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Peggy A. Brown  
Peggy A. Brown  
Notary Public for Oregon  
My Commission Expires: 4/23/22

**SUMMERPLACE HOMEOWNERS ASSOCIATION'S  
RESIDENTIAL ARCHITECTURAL DESIGN REVIEW MANUAL  
AND  
ENFORCEMENT RESOLUTION**

**ANY EXTERIOR CHANGE TO PROPERTY IS SUBJECT TO THE RULES SET  
FORTH IN THIS MANUAL.**

**APPLICATIONS MUST BE APPROVED PRIOR TO COMMENCEMENT OF WORK.**

**FAILURE TO FOLLOW THESE RULES MAY RESULT IN MONETARY PENALTIES.**

## INTRODUCTION

Set forth in this Residential Architectural Design Review Manual and Enforcement Resolution ("Manual") are policies, procedures, and guidelines to assist the Architectural Review Committee ("ARC") and property owners, through the architectural review process. The powers of architectural review and control are key elements in the success of every membership community such as Summerplace. Properly exercised, the review and control process can create and preserve a community that is attractive, livable, and prestigious. The process can help protect property values.

This Manual establishes standards for review of new construction and changes to existing improvements and landscaping of all residential properties and other living units contained within Summerplace, a subdivision in Multnomah County, State of Oregon, and an orderly process for that review. It implements and supports the architectural restrictions stated in the recorded Declaration of Conditions and Restrictions, and in the Restated Bylaws of Summerplace Homeowners Association, which bind each property owner.

The committee, in its review and approval process, will not be influenced by the fact that a project has been started prior to committee approval. Should the committee deny approval of an application submitted after the project has been started all evidence of construction or landscaping must be removed, and the site restored to its original condition and appearance.

The ARC may from time to time grant exceptions to these guidelines for good cause. The granting of an exception will not be considered as having set a precedent, and will not be reason to approve subsequent applications for architectural or site modifications when the committee considers the application to conflict with rules and/or design guidelines set forth in this Manual.

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## RULES AND GUIDELINES

### 1.0 ARCHITECTURAL REVIEW COMMITTEE RESPONSIBILITIES AND POLICY

1.01 **Responsibilities:** In accordance with Article V, Paragraph 5.3 of the 2016 Restated Bylaws of Summerplace Homeowners Association, recorded on August 22, 2016 as document number 2016-104192 in Multnomah County, Oregon and as amended from time to time (the “Bylaws”), an Architectural Review Committee (the “ARC” or the “committee”) shall be appointed, whose primary duty shall be to supervise and control the external design, appearance, location, and maintenance of any and all improvements on the property, and any and all landscaping thereon, in accordance with the provisions of the 2016 Restated Declaration of Conditions and Restrictions of Tualatin Development Co., Inc., recorded on August 22, 2016 as document number 2016-104191 in Multnomah County, Oregon and as amended from time to time (the “CC&Rs”) recorded in the records of Multnomah County, Oregon, and this Residential Architectural Design Review Manual (the “Manual”) of Summerplace.

1.2 **Policy:** No building, fence, wall, patio, deck, or other structure or improvement, shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to, or change or alteration thereto, be made until the plans and specifications have been submitted to, and approved in writing, by the committee. (CC&Rs, Section 1.6; Bylaws, Section 5.3.2)

The committee will not consider or assume responsibility for the structural integrity, safety features, mechanical operation, or building code compliance of the proposed improvements or structures. General land use requirements and building codes are established by the city of Portland. (Bylaws, Section 5.3.6)

1.3 **Committee Discretion:** It is recognized that this Manual does not contain specific provisions for every situation that may require committee approval; therefore, the committee is authorized, in its sole discretion, to approve a proposal notwithstanding that it may conflict with standards set forth in this Manual.

1.4 **Committee Organization:** The Board of Directors of the Summerplace Homeowners Association has created the ARC, to be composed of a Chairperson and at least four (4) other proprietary members to serve in a process designed to preserve the appearance and livability of the community, as well as to protect property values. The Chairperson and all members shall be appointed by and serve at the pleasure of the Board of Directors. (Bylaws, Section 5.3)

Regular meetings shall be held on the first and third Tuesdays of each month or as required. When necessary and appropriate, special meetings may be called by the

Chairperson. At the discretion of the Chairperson, emergency meetings may be held in person, by phone, or via email.

All Architectural designs must be approved or disapproved by a majority of the attending members of the ARC.

## 2.0 APPLICATION PROCEDURES

2.1 **Procedures:** All proposals for erection or alteration of any structure or improvement of any lot must be submitted to the committee in the form of a completed application and approved **prior** to the start of the proposed action. A completed application shall consist of:

- (a) A form provided by the Association, along with a copy of working drawings, providing all information requested, and signed as required;
- (b) When the application requests permission to paint or repaint, a minimum 2x3 inch paper sample chip, showing colors to be applied, must be attached to the application. These paint samples will be kept on file with the original request; and
- (c) When the application requests permission to change the siding or roofing on any structure, samples of the materials and colors must be submitted with the application. In most cases, siding and roofing samples will be returned to the homeowner.

Non-conforming structures or landscaping are not to be used as examples to support a change; the CC&Rs, Bylaws and the Manual will be followed, with rare exceptions granted in unusual circumstances not covered therein. (Bylaws, Section 5.3.3)

The ARC shall consider the proposed action at its first regularly scheduled meeting following receipt of a completed application. Consideration may be deferred from time to time for good cause. The applicant shall be notified of each deferral and the reason for such deferral. When a decision has been reached, one copy of the application shall be returned to the applicant, indicating approval, or, if disapproved, marked or otherwise noted with an explanation of such denial. (Bylaws, Section 5.3.4). Approved originals, along with most required samples, will be kept on file by the ARC.

It shall be the responsibility of the applicant to apply to governing authorities for required permits and to pay all required fees for permits and inspections.



- 2.2 **Standards:** In consideration for approval, the committee shall apply criteria which requires and preserves high quality in external appearance and design, and is compatible with existing structures in Summerplace.
- 2.3 **Completion:** Approved projects must be commenced and completed within six (6) months after committee approval. Failure to complete work within the prescribed time may require re-submittal of an application. The committee may consider and grant an extension when requested in writing. (Bylaws, Section 5.3.9)
- 2.4 **Failure to File an Application:** Failure to file an application as required by these architectural rules constitutes a violation of the rules and is subject to proceeding under the enforcement process described below. (Bylaws, Sections 5.3.2, 5.3.10) Failure to receive approval may result in remediation, including removal or repainting.

### 3.0 DESIGN GUIDELINES

- 3.1 **General:** Living Units shall be of an attractive and high quality architectural design that is compatible in external appearance, design, and quality with existing structures in Summerplace. (Bylaws, Section 5.3.2)
- 3.2 **Building Sites:** All structures shall be constructed within the set-back requirements as specified by the Planned Unit Development Approval for Summerplace.
- 3.3 **Drainage:** Gutters will be required on all structures, and must be properly drained. Drainage to streets must run under the sidewalks to a curb outlet.
- 3.4 **Driveways:** Driveways shall be of concrete slab construction only. It is recommended that the drive surface be finished with a broom finish or exposed aggregate. All special artistic effects are subject to approval. All driveways, sidewalks and curbs adjacent to home owner property must be in good order and free of weeds.
- 3.5 **Impervious Surfaces:** No more than 70% of any lot shall be covered with an impervious material. Impervious materials include all structures, decks, patios, pools, driveways, waterproof membranes and the like.
- 3.6 **Garages:** Each single family detached living unit shall include an attached garage designed to enclose a minimum of two (2) and a maximum of three (3) vehicles. The structure shall interrelate to others on the lot in respect to character, material, and finishes. Carports will not be permitted. All other units will have adequate parking for the owners and occupants thereof, which may include garages and

driveways. No driveways or any open area shall be used for storage of anything. One homeowner's passenger vehicle may be parked in the driveway, but may not extend onto the apron or sidewalk. (CC&Rs 1.2) No vehicle shall be parked on any lot or street other than temporarily (in no case in excess of 24 hours) and solely for the purpose of loading or unloading. (ORS 811.555)

3.7 **Fences:** All fences shall be constructed so as to maintain the aesthetic quality of the community. The materials and design must be approved by the Committee (CC&Rs Section 1.3; Bylaws, Section 5.3.2)

(a) Fences and railings parallel to any common area boundary may be made only of wrought iron and may not be more than three (3) feet, six (6) inches in height, measured from the ground level of the owner's property and are restricted to the following features:

(1) Fences must abut existing patios and may not extend beyond the sides of the house.

(2) Fences/railings may be either black or white.

(3) Fences/railings must be "see-through" or open styles. No solid, lattice or chain link-types are allowed.

(b) All other fences shall not be higher than six (6) feet from ground level of the owner's property, and shall not extend forward of the front line of the dwelling, including the garage. Fence material should either be wood or wrought iron. In no case are chain-link or other wire-type fences allowed. See section 3.20 for standards of maintenance of brick and wooden walls.

3.8 **Handrails:** When installation of handrails is desired, the committee will consider needs, placement, construction and materials, on a case-by-case basis.

3.9 **Decks:** No deck or any other structure shall be permitted forward of the front line of the dwelling, including the garage.

3.10 **Deck and Patio Covers:** All covers for decks and patios must be of complementary color and design, and require prior committee approval. Patio covers are not permitted in front of a residential unit. No permanent walls or enclosures are permitted without committee approval.

3.11 **Exterior Walls:** All changes in exterior walls from existing construction must be approved in both color and material. Applications must include a minimum 2 x 3-

inch paper sample chip of color and material to be applied. Solid stains or paint in neutral colors that will be compatible with surrounding homes are usually acceptable. All exterior colors, including roofs, must be approved. A color chip or sample must accompany the application. Applications alleging “No Color change” will not be considered. Books or charts of acceptable colors are available in the Summerplace office. The brand of paint shall be selected by the applicant. (Bylaws, Section 5.3.2)

- 3.12 **Service Areas and Accessory Buildings:** Storage or accessory buildings, such as tool sheds, doghouses, etc., shall be located at the rear or side of the house and be reasonably screened from public and neighboring view. Structures meant to serve as enclosures erected to screen firewood, garbage or trash, barbecues, or other items being stored, (such as outdoor furniture, swings, picnic tables, etc.) shall also be reasonably screened from public and neighboring view. Driveways or designated walkways shall not be used as storage areas.

- (a) **Compatibility:** All buildings and enclosures shall comply with applicable provisions in Design Guidelines ~~Rules~~ 3.5, 3.6, 3.7, 3.10, and 3.11.
- (b) **Size and Overall Dimensions:** No accessory building or enclosure will have a footprint in excess of thirty-six (36) square feet. Buildings constructed or placed directly against a residence wall may exceed six (6) feet, three (3) inches in height when approved by the ARC. However, freestanding buildings or structures placed elsewhere on the residential lot may not exceed six (6) feet, three (3) inches above ground level.

- 3.13 **Flags, Banners and Flag Poles:** Flags, banners, and flag poles may be permitted, only after an application for installation has been approved:

- (a) The Association shall allow owners to display the United States flag under the Freedom to Display the American Flag Act of 2005, but may impose reasonable restrictions pertaining to time, place, or manner of displaying the flag. The flag of the United States of America (the American flag) may be flown, only in accordance with the following terms:
- (i) When attached to a permanent vertical pole, the pole shall not be more than twenty (20) feet tall and the pole shall not be placed forward of the front of the dwelling including the garage. If it is flown at night, it must be illuminated by a light or lights dedicated to that purpose only. A street light, solar powered light, or porch light do not qualify as a dedicated light. If the United States flag is not illuminated by a dedicated light, it must be taken down at night. (See Chap. 1, Title 4, U.S. Code)

- (ii) When attached in any manner to a living unit, it must be so attached that it will not hang on any roof, gutter, or tree, and it must be taken down at night or lighted as provided in sub-section (i) above.
  - (iii) When a flag becomes faded, torn or has ragged edges, it must be removed and properly disposed.
  - (iv) The flag should not be flown in inclement weather unless it is an all-weather flag.
  - (v) Miniature American flags may be flown as decoration on any national holiday, but must be removed immediately after the holiday. (See Section 5.3 below). If the person who displays such miniature flags is not the homeowner, such person distributing and displaying them shall be responsible for their removal.
- (b) Other flags or banners measuring not more than three (3) feet by five (5) feet may be flown as holiday or event decorations, but must be removed promptly after the holiday or event. (see Section 5.03 below).
- 3.14 **Climate Control:** Placement of heat pump or air conditioning units shall receive special consideration to provide visual screening from the street and noise attenuation to the neighboring living units and areas. Use of solar units is acceptable, providing that the panels and receptors or collectors are integrated into the structure with regard to overall appearance and design. Window or wall installed air conditioning units are **not** permitted.
- 3.15 **Mailboxes and Newspaper Receptacles:** Mailboxes shall be those in place as of the date of these revisions. Newspaper receptacles shall not be readily visible from the street.
- 3.16 **House Numbers:** House numbers must be clearly readable from the street, not so large as to be out of proportion to the structure, and be compatible with the overall design of the structure.
- 3.17 **Exterior Lighting:** Type and placement of exterior lighting devices must be approved by the committee. Any lighting resulting in an annoyance or intrusive glare to adjacent property owners and passersby will not be permitted.
- 3.18 **Signs:** No sign shall be erected or displayed upon any unit, building or residential lot without prior written approval by the ARC, except:
- (a) One sign no larger than six (6) inches by twenty-four (24) inches displaying the name of the occupant;

- (b) One temporary sign no larger than eighteen (18) inches by twenty-four (24) inches advertising the property for sale, which sign must be removed upon the sale of the property;
  - (c) Signs no larger than eighteen (18) inches by twenty-four (24) inches advertising estate or moving sales. Estate or moving sale signs may be displayed only during the forty eight (48) hours allowed for such sales; or
  - (d) Approved “no soliciting” and “no trespassing” signs available through the office.
- 3.19 **Antennae:** One satellite dish, not exceeding thirty-six (36) inches in diameter, will be allowed each residence when installed in a location approved by the ARC. Such location shall be in the least visible area of the roof or eave, and not objectionable to neighbors.

Antennae and dishes no longer in use must be removed promptly.

- 3.20 **Brick Walls and Wood Fences.** Individual lot owners are responsible for repair and replacement of those portions of the brick wall and wood fence located on such owners’ lots, as more particularly set forth in the Declaration of Conditions and Restrictions, as amended. The Association’s ARC shall from time to time establish the required procedures and specify the required materials for use in connection with such maintenance, repair and replacement. As of the adoption of Section 3.20, repair and replacement of the brick wall must use the “Autumn Blend” brick only; repair or replacement of fences must use 2 x 12 inch pressure treated wood matching the existing wood.
- 3.21 **Solar Guidelines:** The following provide guidelines for construction and installation of solar panels in compliance with ORS 94.778:
- (a) Rooftop units must have non-reflective surfaces and be visually integrated with the architecture of the residences with regard to style and location. Units must be installed to eliminate or minimize visibility from the street or adjacent neighbors. Panels shall be fixed in place; rotating or tracking mechanisms are not allowed.
  - (b) Units must be owned by the homeowners. Leasing or ownership by third parties is not permitted.
  - (c) Panels must be installed parallel to the plane of the roof material and not extend more than eight (8) inches above either the roof surface or beyond the ridge line. Installation must be continuous without gaps. All conduit and pipe runs will be internal where possible or, if external, will be painted to match the background color.

- (d) Photovoltaic and Integrated Photovoltaic Systems will have the inverter placed within three (3) feet and on the same level as the existing meter. Inverters and additional meters will not be in plain sight from the street.
- (e) The Application for Architectural Change form must have a professional construction drawing to scale for the installation and show orientation of the home in relation to adjacent properties. Drawing will show exact location of the proposed units, their means of attachment to the roof and location of all service components. Certification from a professional roofer or certified home inspector must accompany the form showing that there is a minimum of ten (10) years of roof life remaining on the house.

#### 4.0 LANDSCAPE POLICY:

- 4.1 **Landscape design:** All lots shall be landscaped in a manner that is harmonious and compatible with the overall landscaping policy as noted herein. (CC&Rs, Section 1.7)
- 4.2 **Landscape Maintenance:** Each owner shall maintain the landscaping and yard area in an attractive appearance and free from insects and diseases, as well as weeds and undesirable plants. Each owner shall provide for the timely replacement or removal of lost or dead plant life and bark-dust, and for trimming and pruning of plant material to prevent an overgrown look. (CC&Rs, Section 1.7)
- 4.3 **Compact hedges:** No compact hedge in excess of three (3) feet in height shall be allowed adjacent to common areas or forward of the front line of the dwelling including garage. No other hedge on any part of the property shall be allowed to exceed six (6) feet in height.

#### 5.0 MINIMUM LANDSCAPE REQUIREMENT:

- 5.1 **Lots with Living Units:** All yard areas shall be planted with any of the following: trees, shrubs, ground cover, and lawn. All ground areas not covered or planted as indicated above shall, at a minimum, be covered with bark mulch or some similar material. Trees shall be planted and maintained so as to protect against infringement on neighboring properties.

Mounding of plant beds and lawn areas will be permitted, providing they are graded so as to blend with adjacent property and/or landscaping. Special attention shall be given to ensure proper drainage so as to eliminate water pockets and to avoid infringement on neighboring property.

Artificial turf/grass is allowed in side and back yards with ARC approval. A minimum six (6) x six (6) inch sample of the artificial turf/grass to be used must accompany the homeowner's request.

Owners are required to provide a copy of this Manual to their landscape designer, architect, and/or contractor prior to implementation of the work to facilitate and ensure compliance.

Any damage caused to the common property by the installation of landscaping or sprinkler systems on a residential lot will be the sole responsibility of the property owner.

- 5.2 **Vacant Areas:** All vacant areas, including common areas, shall be maintained in a tidy manner, and all vegetation suitably trimmed.
- 5.3 **Yard Ornamentation:** All ornamentation such as, but not limited to, figurines, plastic flowers, lights, windmills, bird feeders, etc., shall be screened from public or neighboring view unless approved by the ARC. This section shall not apply to seasonal holiday or special event decorations that can be displayed for a reasonable time prior to the holiday or special event but which are removed promptly after the holiday or event. (CC&Rs, Section 1.6)
- 5.4 **Common Area Landscaping and Maintenance:** No encroachments on common area, including plantings, are permitted.

## 6.0 PROPERTY STANDARDS

- 6.1 **Affecting Common Property:** Any owner, contractor, or any other person associated with new construction, or modification of existing landscaping, fencing, or structures, may not disturb the surface of the Common Property during construction, or use any portions of the Common Property for storage of materials or equipment, or for activities relating to the construction. Roadways and adjoining properties shall be kept clean and free of debris, mud or cement arising from construction activities on a residential lot.

If, as a result of activities on a lot, violations of this Section 6.1 occur, then in addition to any other remedies permitted by the CC&Rs and applicable law, the Association may correct the violation, charge the owner of the lot for the cleanup (which shall be payable on demand), and place a lien on the lot to secure payment.

## 7.0 ENFORCEMENT PROCESS

A violation of architectural rules and regulations may be reported by anyone, in writing, to the ARC at 2020 NE 150<sup>th</sup> Ave., Portland, OR 97230. Complaints must be submitted according to the requirements of the Enforcement Resolution beginning on page 55 of this manual. Unless otherwise provided for in this Manual, the provisions the Enforcement Resolution control the procedure for investigating and handling violations

of the CC&Rs, Bylaws, this Manual, and any other rules and regulations of the Association.

7.1 **Process:** Violations will be processed in the following manner under the provisions of the Enforcement Resolution.

- (a) A member of the ARC will inspect the alleged violation;
- (b) If the ARC determines that the alleged violation requires corrective action, the Notice Procedure as stated in Article 4 of the Enforcement Resolution will be followed.
- (c) If a response has not been received by the specified compliance deadline, the ARC will notify the Board of Directors of the failure to comply and fines will be assessed.

7.2 **Appeal Process:**

- (a) The Board of Directors will conduct the hearing as stated in the Enforcement Resolution, Section 5.1.
- (b) If the Board of Directors determines that the previous decision of the ARC should be reversed or amended, it will do so and the matter will be closed.
- (c) If the Board of Directors determines that the previous decision of the ARC was correct, the homeowner will be notified.
- (d) In either case the Board of Directors will report its decision to the ARC.

## 8.0 **REVISION OF ARCHITECTURAL MANUAL:**

Pursuant to Article 4 section 4.1 of the CC&Rs, the Board of Directors may, from time to time, amend, modify, or revise provisions of this Manual, including the procedures for submission to, and approval by, the ARC outlined herein, provided, however, that no such amendment, modification, or revision shall be binding upon the owners until notice of the same has been given to the owners by the Board of Directors. Notice may be by mail or by publication in the Summerplace News. No such amendment, modification or revision shall affect structures, improvements, or landscaping approved by the Committee prior to the enactment of such amendment, modification or revision. (Bylaws, Section 5.3.3)



**SUMMERPLACE HOMEOWNERS ASSOCIATION  
RESOLUTION OF THE BOARD OF DIRECTORS**

**ENFORCEMENT RESOLUTION**

**RECITALS**

The Summerplace Homeowners Association ("Association"), an Oregon nonprofit corporation, administers the 2016 Restated Declaration of Conditions and Restrictions, recorded in the Records of Multnomah County, State of Oregon on August 22, 2016, as Instrument No. 2016-104191 (the "Declaration"), and the 2016 Restated Bylaws of the Summerplace Homeowners Association, recorded immediately thereafter. The Declaration, Bylaws and Oregon Planned Community Act grant the Association responsibilities and authority, to be discharged by the Association's Board of Directors, except where the Act, the Declaration or the Bylaws reserves such authority to the owners.

Pursuant to the procedures set forth in the Act, the Declaration and the Bylaws, the Board of Directors has adopted the following enforcement resolution in order to facilitate the fair and consistent application of the provisions of the Declaration, Bylaws and Rules and Regulations of the Association.

**ARTICLE 1.0  
OVERVIEW OF PROCESS**

- 1.1. **Grievance.** Any resident (including any member of the Board of Directors or ARC), or non-resident neighbor may file a written grievance with the ARC regarding a violation of the Declaration, Bylaws or rules and regulations by another owner or resident.
- 1.2. **Investigation.** The ARC has the discretion to investigate the grievance, or to decline to do so if it concludes the grievance, even if accurate, would not constitute a violation of the Summerplace governing documents, or that the matter is negligible.
- 1.3. **Violation and Notice.** If the ARC determines there may be a violation, the ARC shall send notice to the alleged offending owner. The notice must contain the information described in Article 2. The alleged offending owner must be given the opportunity for a hearing with the Board of Directors.
- 1.4. **Hearing.** If requested, the alleged offending owner may present testimony or evidence regarding the violation at the next Board of Directors' Planning Meeting. Appeals shall be made in writing within 10 days of the ARC's action and shall contain specific objections or mitigating circumstances for the appeal. Refer to Article 5.0, page 60, for the appeal hearing procedure.

- 1.5. **Fines.** The Board of Directors may impose fines pursuant to the Schedule of Fines if the violation is not remedied or ceased within the time specified in the notice, provided the owner has declined the opportunity for a hearing, or the hearing has taken place.

## **ARTICLE 2.0**

### **ORIGINATION / INITIATION OF GRIEVANCE**

- 2.1 **Origination.** A grievance may be initiated by any resident or on behalf of another resident who desires the ARC to take corrective action against an alleged offending resident. The grievance must contain the following:
- (a) The name, if known, and address of the alleged offending owner;
  - (b) A description of the offending behavior, activity, or condition including the date(s) and approximate time(s); and
  - (c) The signature and phone number of the complaining owner (which shall remain confidential).

## **ARTICLE 3.0**

### **INVESTIGATION OF GRIEVANCE**

- 3.1 **Investigation.** Upon receipt of a written grievance, the Board of Directors, or a person authorized by the Board, has the discretion to conduct an investigation to confirm the nature and existence of the allegations contained in the grievance.
- 3.2 **Determination of Violation.** If, after review of a grievance, the Board of Directors, or a person authorized by the Board of Directors, determines that there is a violation of the governing documents, Bylaws or rules and regulations and determines it is in the best interest of the Association and owners to address the violation with the alleged offending owner, the Board of Directors, or a person authorized by the Board of Directors, shall proceed to give notice to the alleged offending owner as described below.
- 3.3 **Informal Action.** Nothing in this article precludes the President, a designated Board member or other person authorized by the Board of Directors from first attempting to resolve the matter either by an informal meeting, telephone call or a warning letter to the alleged offending owner.

## **ARTICLE 4.0**

### **NOTICE PROCEDURE**

- 4.1 **Notice of Violation.** The Board of Directors, or a person authorized by the Board of Directors, shall give the alleged offending owner written notice of the violation by mail.

(a) **Notice of Violation and Right to a Hearing.** The notice required under this section must:

- (1) Describe the violation;
- (2) Contain a statement that the alleged offending owner has the opportunity to request a hearing at a scheduled Board of Directors' Planning Meeting, and the manner by which to request a hearing; and
- (3) Contain a statement advising the alleged offending owner that if no hearing is requested, no response is received by the specified date, and if the alleged violation is not remedied or ceased by a specified compliance deadline, fines will be assessed. Fines will begin on day either the 1<sup>st</sup> or the 15<sup>th</sup> of the month, whichever is closest following the specified compliance deadline, pursuant to the Schedule of Fines adopted by the Board of Directors as "Exhibit A" to this resolution.

(b) **Optional Notice Provisions.** The notice may also provide or specify any or all the following:

- (1) Specific action the Board is requiring to remedy the violation;
- (2) The particular language or section from the Declaration, Bylaws or Rules and Regulations which have been violated; and
- (3) Any other information as directed by the Board of Directors.

(c) **Mailing of Notice.** The notice may be mailed to the addresses on record with the Association. In the case of non-resident owners, the notice shall be mailed to both the address on record with the Association for the owner and to the lot address.

4.2 **Repeat Violations.** Owners who repeat any violation within a 12 month period of receiving a Notice of Violation are not entitled to an additional notice or hearing, regardless of whether or not the owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined in the attached fine schedule.

## **ARTICLE 5.0**

### **HEARING PROCEDURE**

5.1 **Hearings Procedure.** In the event an owner requests a hearing, the Board of Directors shall utilize the following procedure for violation hearings:

- (a) **Scheduling the Hearing.** To schedule the hearing date, the appealing resident must contact the HOA Administrator in writing within 10 days of receipt of the ARC decision.
- (b) **Appearances at the Hearing.** If the alleged offending owner fails to appear within fifteen minutes [15] of the time set for the hearing, the Board may, at its sole discretion:
  - (1) Conduct the hearing without the presence of the alleged offending owner;
  - (2) Allow the alleged offending owner additional time that day to appear;
  - (3) Reset the hearing to another date and time;
  - (4) Uphold the violation and assess the fine; or
  - (5) Dismiss the violation.
- (c) **Dismissal.** In the case of dismissal, the Board of Directors shall notify the alleged offending owner, in writing, that the violation has been dismissed.
- (d) **Testimony and Witnesses.** The complaining resident, the alleged offending owner, and representatives from the Architectural Review Committee may present evidence and witnesses at the hearing. The Board of Directors may limit testimony and evidence as it determines is reasonable and necessary. An owner's case should not exceed 15 minutes.
- (e) **Board Determination.** Following the testimony and any evidence presented by the parties, the Board of Directors has the discretion to reevaluate its prior determination of violation under Section 3.1 and 3.2, Investigation of Grievance above. The Board also has the discretion to reevaluate the fine, any required or appropriate resolution for the violation, and any other matter which may result in the resolution of the violation.
  - (1) The discussions must be in open session as directed by ORS 94.640(8)(a).
  - (2) The Board of Directors shall either give its decision following the conclusion of the hearing, or take the matter under advisement and, within 5 days of the hearing, give the decision in writing.

## **ARTICLE 6.0**

### **OTHER LEGAL ACTION**

- 6.1 **Board Actions.** In addition to levying fines, action by the Board of Directors may include, but need not be limited to:

- (a) Seeking injunctive or declaratory relief action against any alleged offending owner, guest, or other occupants of the alleged offending owner; and/or
- (b) Taking immediate legal action, as the Board of Directors finds reasonably necessary, to stop conduct which it determines is in violation of the governing documents.

6.2 **Additional Corrective Action by Board.**

- (a) **Right of Board of Directors to Take Additional Corrective Action.** If the alleged offending owner fails to correct the matter which is the ultimate cause of the violation, the Board of Directors may take additional corrective action without additional notice to the alleged offending owner.
- (b) **Notice of Additional Action.** The Board shall give an alleged offending owner written notice of any additional action taken under Subsection (a) of this section.

**ARTICLE 7.0  
MISCELLANEOUS**

7.1 **Owner Responsibility.** The owner of any unit shall be responsible for the violations of any resident, guest or family member who violates any portion of the Declaration, Bylaws or Rules and Regulations.

7.2 **No Fines Pending Resolution of a Hearing.**


- (a) Pending resolution of a requested hearing, no fines may be charged against the account of an alleged offending owner.
- (b) "Affirmative" Violations. Except for continuing violations described below, a violation will be treated as a separate occurrence for each distinct time the violation occurs, including violations preceding a requested hearing.
- (c) **"Continuing" Violations.** Those violations which are more "continuing" by nature may be subject to fines which renew periodically if the violation is not remedied or ceased. These continuing violations include, but are not limited to, the following examples:
  - (1) Failure to remove landscaping that encroaches on a neighboring home or on the common areas; and
  - (2) Failure to fix landscaping problems, or structural problems in fencing, home and sidewalks.


- 7.3 **Mediation.** ORS 94.630(4)(a) provides for dispute resolution prior to any litigation being initiated between the Association and any member of the Association. For purposes of this Enforcement Resolution, the dispute resolution requirements of the Oregon Planned Community Act do not apply to the actions of the Association in its enforcement responsibilities, as long as no litigation has been filed.

The Schedule of Fines attached as Exhibit A is adopted by the Board of Directors to determine the fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association. A copy of this Resolution will be sent to each owner.

Date: December 18, 2019

ATTEST:

  
Cindy L. Cali  
President  
Summerplace Homeowners Association

  
Eleanore L. Cook  
Secretary  
Summerplace Homeowners Association

**EXHIBIT A**  
**Schedule of Fines**

Summerplace Homeowners Association

All fines are per event/occurrence. In the event a violation is continuing in nature, the fine will renew either daily, weekly, or monthly until the violation is remedied or ceased.

Alterations and Additions, Temporary Structures, etc.	Fine in \$	Renews
1. Construction, alteration or modification of any building (including painting), fence, or other structure without prior Architectural Committee approval.	\$250	Monthly
2. Use of garage or trailer for living quarters.	\$250	Monthly
3. Parking of a truck, passenger vehicle, camper, motor home, trailer, or boat on the street for more than 24 hours.	\$50	Daily
4. Parking passenger vehicle or truck in driveway that extends onto the apron or sidewalk	\$50	Daily
Fences, Hedges, and Walls		
5. Construction of a fence, hedge, structure, or wall (other than retaining wall) between the setback line and the property line or any structure or planting obstructing vision at roadway intersections or driveways.	\$100	Monthly
6. Failure to maintain brick walls, wood fences, and retaining walls, which includes but is not limited to moss and tree limbs touching walls and fences.	\$100	Monthly
Animals		
7. Keeping any animals or fowl other than a maximum of two (2) household pets and other animal violations under the Declaration.	\$100	Monthly
Signs		
8. Failing to obtain written permission before erecting or displaying a sign on any unit or building or residential lot except those permitted in the Declaration.	\$50	Weekly
Use of Property		
9. Failing to obtain written permission before using a dwelling for the conduct of business or for any commercial purpose.	\$250	Monthly
10. Installation without prior written approval of any structure listed in Section 1.6 of the Declaration.	\$100	Monthly

**EXHIBIT A**  
**Schedule of Fines**

- |     |  |       |           |
|-----|--|-------|-----------|
| 11. | Failing to screen drying lines or apparatus from exterior view.  | \$100 | Monthly   |
| 12. | Failing to keep garbage and other waste in sanitary containers away from public view and regularly dispose of such garbage.  | \$100 | Monthly   |
| 13. | Nuisance and aesthetic burdens to the neighborhood or other occupants (such as, but not limited to, excessive noise, excessive dog barking, off-leash or roaming pets, failure to clean up after pets, etc.) | \$100 | Per Event |

**Landscape and Tree Maintenance**

- |     |  |       |           |
|-----|--|-------|-----------|
| 14. | Failing to complete approved yard landscaping within a reasonable time.  | \$50  | Weekly    |
| 15. | Failing to conform landscaping to established general pattern of others in the community   | \$50  | Weekly    |
| 16. | Failures to maintain, cultivate, or keep yard free from insects, weeds, and diseases.  | \$50  | Weekly    |
| 17. | Damage to or removal of existing tree without prior written approval.  | \$250 | Per Event |
| 18. | Planting which results in the obstruction of the view of other residents or infringes upon the property of other residents, or failing to maintain shrubs and trees. | \$100 | Weekly    |

**SLOPE AND DRAINAGE EASEMENTS**

- |     |  |       |         |
|-----|--|-------|---------|
| 19. | Blocking, hindering, or interfering with the established drainage pattern over land from adjoining or adjacent land. | \$250 | Monthly |
|-----|--|-------|---------|

**OCCUPANCY OF RESIDENTIAL UNITS**

- |     |  |       |        |
|-----|--|-------|--------|
| 20. | Occupation of a residential unit by a person who is not a Proprietary or Associate Member of the Association, except for temporary and social visitations as allowed in the Declaration, without first obtaining approval. | \$100 | Weekly |
|-----|--|-------|--------|

**ROOFS AND EXTERIOR PAINT COLOR**

- |     |   |       |         |
|-----|---|-------|---------|
| 21. | Failure to obtain written approval prior to replacement of roof.    | \$250 | Monthly |
| 22. | Failure to obtain written approval prior to painting any structure. | \$250 | Monthly |

**OTHER**

- |     |   |       |               |
|-----|---|-------|---------------|
| 23. | Other violations of any Governing Documents of the Association not set forth above. | \$100 | As Applicable |
|-----|---|-------|---------------|



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