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

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



AFTER RECORDING RETURN TO:

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**AMENDED AND RESTATED DECLARATION OF
 PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR SUMMERVILLE SQUARE**

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**AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SUMMERVILLE SQUARE**

RECITALS

- A. On or about March 3, 1970 , Beaver Construction Co. recorded Protective Covenants, Conditions and Restrictions for Summerville Square within the Washington County Deed Records at Book 773, Pages 8 through 22, as Document No. 7613 (“Original Declaration”), subjecting the real property platted as The Four Seasons No. 6 in Book 27, Page 32, Washington County Plat Records (Exhibit A), which was a replat of the real property of Lot 27 within The Four Seasons No. 2 in Washington County, Oregon, to certain additional rights and obligations, and inclusion in the subassociation, Summerville Square Townhouse Association. All lots within Summerville Square, The Four Seasons No. 6, remain subjected to and included within the Four Seasons Homeowners Association.
- B. The Summerville Square Townhouse Association intends to provide a restated and amended declaration of covenants, conditions and restrictions to replace the Original Declaration, governing and administering the real property described within the recorded plats for Summerville Square, The Four Seasons No. 6.
- C. The seven Lots within Summerville Square are governed both by these Summerville Square protective covenants, conditions, and restrictions, or easements, and those of the master association, The Four Seasons Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions, recorded as Document No. 2015-88676 (“Four Seasons Master Declaration”).

NOW THEREFORE, Summerville Square Townhouse Association, with the approval of at least 75% of its Members, hereby amends and restates the Original Declaration to provide that, from and after the date on which these Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for Summerville Square are recorded with the recorder of Washington County, Oregon: (a) they will supersede and replace the Document No. 7613, and the easements, covenants, restrictions, conditions and reservations hereinafter set forth shall constitute covenants to run with the land and shall be binding upon all persons claiming under them; and also that the conditions, covenants, restrictions, easements and reservations hereinafter set forth shall inure to the benefit of and be limitations upon all future owners of the Property, or any interest therein.

**ARTICLE 1
DEFINITIONS**

1.1 “**Articles**” shall mean the Articles of Incorporation for the nonprofit corporation, Summerville Square Townhouse Association, as filed with the Oregon Secretary of State.

1.2 “**Assessments**” means all assessments and other charges, fines and fees imposed by an Association to an Owner in accordance with this Declaration including, without limitation, as described in Article 8 below.

1.3 “**Association**” shall mean and refer to Summerville Square Townhouse Association, its successors and assigns.

1.4 “**Common Area**” shall mean and refer to the common areas as shown on the recorded Plat of the Property and conveyed to the Association, including any improvements located thereon. The Common Area includes the Private Drive.

1.5 “**Declaration**” shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Amended and Restated Declaration.

1.6 “**Dwelling Unit**” shall mean and refer to the main portion of any structure intended to be occupied by one family or household as a dwelling, and its garage and any projections therefrom.

1.7 “**The Four Seasons**” shall mean the property of the entire Four Seasons development, including all Four Seasons’ lots and common areas, as set forth in the Four Seasons Master Declaration.

1.8 “**Improvement**” means every structure or improvement of any kind, including, but not limited to, buildings, fences, decks, patios, walls, driveways, parking lots, roof replacement, exterior remodeling, painting or staining, swimming pools, storage shelters, landscaping, including softscape, hardscape, decorative or retaining walls, and tree removal, or other products of construction efforts on or in respect to the Property. Improvement does not include interior remodeling that is not visible from the Property.

1.9 “**Lot**” means a platted or partitioned lot within the Property, with the exception of any Lot designated as Common Area.

1.10 “**Members**” shall mean and refer to the Owners of Lots in Summerville Square.

1.11 “**Occupant**” shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.12 “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.13 “**Plat**” shall mean and refer to the Four Seasons No. 6 Plat, as amended, recorded in the Plat Records of Washington County, Oregon, as set forth in greater detail in the Recitals.

1.14 “President” shall mean the person elected by the Owners to govern the Association. The President shall be obligated to serve as a fiduciary for the Association, which means the President must act in the best interests of the Association rather than for personal interest and must exercise the duties of care, loyalty, and good faith and fair dealing.

1.15 “Private Drive” shall mean the driveway within the Plat of Summerville Square which serves as a means of access to Lots.

1.16 “Property” shall mean and refer to that certain real property described in the Original Declaration, consisting of all Lots and Common Area within the plat of Summerville Square, formerly known as The Four Seasons No. 6, as recorded in the Plat Records of Washington County, Oregon.

1.17 “Subassociation” shall mean any association established for a specific development project within The Four Seasons.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Subassociation. The development of Summerville Square subassociation shall consist of the Property, which shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

2.2 No Right to Annex Additional Property or to Withdraw Property. The Association reserves no right to annex additional property to or to withdraw property from Summerville Square, except as set forth in Section 3.5 and 6.8.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Summerville Square.

3.2 Ownership of Lots. Title to each Lot in Summerville Square shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3 Ownership of Common Area. Subject to Section 3.5, title to any Common Area shall be held by the Association.

3.4 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Easements on Plat and Other Easements of Record. The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat, and all other easements of record.

3.4.2 Easements for Common Area. Subject to the restrictions contained herein, every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, including the Private Drive, which shall be appurtenant to and shall pass with the title to every Lot. Such easement is subject to the following provisions:

- a) The right of the Association to limit the number of Members permitted to use the Common Areas;
- b) The right of the Association, in accordance with its Articles to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas for such purposes, and the rights of any mortgagee in said properties shall be subordinate to the rights of homeowners hereunder;
- c) The right of the Association to suspend any Owner's voting rights and/or the right to use of the Common Area, except the Private Drive, for any period during which any assessments against said Owner's property remain unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;
- d) The right of the Association to dedicate or transfer all or any part of the Common Areas pursuant to Sections 3.5 and 6.8;
- e) The right of the Association to make reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by owners of the Association without unduly infringing upon the privacy or enjoyment of the Owner or Occupant of any part of said Property, and to make reasonable regulations and restrictions regarding parking.

3.4.3 Mutual and Reciprocal Easements. Notwithstanding anything expressed or implied to the contrary, all conveyances of land situated in Summerville Square, whether or not expressed in the instruments of conveyance, shall be subject to these restrictions, conditions and covenants, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not stated therein, mutual and reciprocal easements over and across and under all Common Areas for the purpose of travelling by foot or conveyance or resting or otherwise being thereon, and over, under and across all portions of the Property (except those portions thereof actually intended to be occupied as living space in any building now or hereafter located upon said Property and specifically including, without being limited thereto, the interior of any party walls, attic crawl spaces and the area below the living space in any living unit), and in addition thereto, over, under, across and upon all land upon which no

building is located and which is situate within five feet of the side and rear lines of each lot now or hereafter recorded or platted with respect to said Property, all for the purpose of building, constructing and maintaining underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio and television antennae and cables, and other utilities and services now or thereafter commonly supplied by public utilities or municipal corporations, and upon all Common Areas for constructing and maintaining thereon streets, driveways, community and recreational facilities, ornaments and statues, swimming pools, lawns, landscaping and planted areas therein; all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by recorded covenants and restrictions, recorded as hereinabove provided, and their tenants, contract purchasers, and guests; said easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing said right of use as promulgated from time to time by Architectural Committee in the interest of securing maximum safe usage of said easement without unduly infringing upon the privacy of the Owner or Occupant of any part of said Property. An easement over, upon and across all parts of said Property is granted and reserved to the Association, its successors and assigns, to the extent reasonably required to perform exterior maintenance and to the extent reasonably necessary to perform other maintenance necessary or advisable to protect or preserve the value of the Property and the living units thereon. (See also easement for encroachment in Section 9.7.)

3.5 Association's Authority to Dedicate Common Area and Grant Easements. The Association shall have the following powers which it may exercise upon a majority vote of the Association: power to dedicate and/or convey any portion or all of the Common Area to any governmental body or agency; and, the right and power to grant an easement over the Common Area to any governmental body or agency or any public or private utility company or provider. The provisions of this Section 3.5 shall control over any provisions to the contrary contained in any other Section of the Declaration.

3.6 Delegation of Use. Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Four Seasons Board of Directors, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, or contract purchasers, providing they reside on the property.

ARTICLE 4

PROPERTY USE REVIEW AND CONTROL

4.1 Architectural Governance. The architectural governance of Summerville Square is hereby delegated to the Four Seasons Board of Directors and the Four Seasons Architectural Committee. This authority shall be exercised within the sole discretion of the Four Seasons Board of Directors and the Four Seasons Architectural Committee and pursuant to the Four Seasons Master Declaration and the architectural standards of the Four Seasons Homeowners Association.

4.2 Architectural Review and Procedures. No Improvement, external repair or replacement, or other work or action shall be commenced, erected, placed, or altered on any Lot until the plans and specifications showing the nature, shape, heights, materials, colors, and location of the proposed work has been submitted to and approved in writing by the Four

Seasons Architectural Committee or the Four Seasons Board of Directors. Summerville Square is bound by and subject to Articles 4 and 5 of the Four Seasons Master Declaration. Summerville Square will be bound by any subsequent amendment to the Four Seasons Master Declaration relating to property use, restrictions, review, and control, because architectural control over Summerville Square is fully delegated to the Four Seasons Master Association.

ARTICLE 5

PROPERTY USE RESTRICTIONS

5.1 Maintenance of Private Property. Individual Owners are responsible for all Improvements of their Home and Lot, including but not limited to exterior paint, siding, roof care and replacement, gutters, downspouts, trees, shrubs, grass, landscaped areas, walks and other exterior maintenance.

5.2 Restrictions Governed by the Four Seasons Master Association. The Lots are bound by and subject to all the property restrictions set forth in Article 5 of the Four Seasons Master Declaration. Summerville Square will be bound by any subsequent amendment to the Four Seasons Master Declaration relating to property use, restrictions, review, and control, because architectural control over Summerville Square is fully delegated to the Four Seasons Master Association.

ARTICLE 6

COMMON AREA

6.1 Use of Common Area. Use of the Common Area is subject to the provisions of this Declaration. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the President.

6.2 Maintenance of Common Area. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area. The Association shall keep the Common Area in good condition and repair, provide for all necessary services, and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area.

6.3 Alterations to Common Area. Only the Association shall construct, reconstruct, or alter any improvement located on the Common Area.

6.4 Funding. Maintenance and repair expenditures for the Common Area shall be through the Association's annual operating budget and funded from the Association's bank account. As provided in Section 8.4, the President may levy a special assessment to fund any construction, alteration, repair, or maintenance of any portion of the Common Area for which the Association's current funds are insufficient to cover the cost.

6.5 Landscaping. All landscaping on the Common Area shall be maintained and cared for in a manner that is consistent with the architectural standards of the Four Seasons Master Association.

6.6 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain, or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the President in a manner that, in the President's discretion, is in the best interest of the Association and the Owners. The Association shall represent the interest of all Owners in any negotiations, suit, action, or settlement in connection with such matters.

6.7 Damage or Destruction of Common Area. If all or any portion of the Common Area is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents, or members of Owner's family in a manner that would subject such Owner to liability for such damage under Oregon law, such Owner hereby authorizes the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the President. Reasonable costs incurred in connection with effecting such repairs shall become a special assessment upon the Lot and against the Owner who caused or is responsible for such damage.

6.8 Power of Association to Sell, Dedicate or Transfer Common Area. As provided in ORS 94.665, the Association may sell, dedicate, transfer, grant a security interest in, or grant an easement for installation and maintenance of utilities or for similar purposes with respect to, any portion of the Common Area. Except for grants of easements for utility-related purposes, no such sale, dedication, transfer, or grant of a security interest shall be effective unless approved by five (5) of the seven (7) votes allocated to the Owners, except as provided in Section 3.5.

ARTICLE 7

MEMBERSHIP IN THE ASSOCIATION

7.1 Members. Each Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot shall transfer automatically membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration and any amendments thereof.

7.2 Voting Process. Each Owner may cast such Owner's vote in person, by written ballot, by absentee ballot, by other electronic means authorized by Oregon law, or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 7.2 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. Each Owner who is not in arrears on the Annual Assessment or any other assessment shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots subject to this Declaration. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event

shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

7.4 Procedure. All meetings of the Association shall be conducted using Roberts Rules of Order. A tie vote does not constitute a majority or approval of any motion or resolution.

7.5 Position of President. Owners shall elect a President by a majority vote (a vote of four (4)). The President shall serve for a term of three years. Any Owner may call a meeting for the purpose of removing the President. The President shall have an opportunity to be heard at the meeting. The President may only be removed by a majority vote. If the President is unable to complete the full term or is removed, a majority of Owners shall elect a replacement. The President is a fiduciary of the Association.

7.6 Powers of the President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association. The President shall have all of the general powers and duties which are usually vested in the office of president of an association and those required for the administration of the Association, including appointing committees, providing annual financial statements, paying Association expenses, establishing the Association's annual dues, and collecting Association revenue.

ARTICLE 8 **FUNDS AND ASSESSMENTS**

8.1 Purpose of Assessments; Expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of Summerville Square, for the improvement, operation, and maintenance of the Common Area, for the payment of obligations of the Association, for the administration and operation of the Association, and for property and liability insurance.

8.2 Covenants to Pay. Each Owner covenants and agrees to pay the Association the assessments and any additional charges levied pursuant to this. All assessments for operating expenses and repairs and replacement shall be allocated equally among the Lots and their Owners.

8.2.1 Funds Held in Trust. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely as set forth in Section 8.1. The assessments are the property of the Association and are not refundable to Owners or Lots. Upon the sale or transfer of any Lot, the Owner's interest in such funds shall be deemed automatically transferred to the successor in interest to such Owner.

8.2.2 Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

8.2.3 Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Association's bank account.

8.3 Annual Assessments. Annual assessments for each fiscal year shall be adopted by the President. The President shall hold an annual meeting at least thirty (30) days before adopting annual assessments and distribute the proposed annual budget to the Owners. Annual assessments may be collected from Owners on a monthly, quarterly, or annual basis. The fiscal year shall be the calendar year unless another year is adopted by vote of the Members. Unless otherwise specified by the President, if the annual assessment is collected monthly, it shall be due and payable on the first day of each month; if the annual assessment is collected quarterly, it shall be due and payable on the first day of each quarter; and if the annual assessment is collected annually, it shall be due and payable on the first day of the year.

8.3.1 Budgeting. The President shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current and estimated costs of shared utilities, maintenance, and future needs of the Association. The budget shall provide for such reserve or contingency funds as the Association deems necessary. The assessments of the Association shall be equally apportioned among the Lots.

8.3.2 Nonwaiver of Assessments. If before the expiration of any fiscal year the Association fails to fix the assessments for the next fiscal year, the assessments established for the preceding year shall continue until new assessments are fixed.

8.4 Special Assessments. The President and/or the Owners shall have the power, as set forth below, to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

8.4.1 Correct Deficit. The President may levy assessment(s) to correct a deficit in the operating budget. At least thirty (30) days before levying such an assessment, the President shall provide notice to the Owners and the opportunity for a meeting with the Owners to discuss the need for the special assessment;

8.4.2 Special Obligations of an Owner. The President may levy assessment(s) to collect amounts due to the Association from an Owner for breach of the Owner's obligations under this Declaration, including where the Owner's conduct necessitated an expenditure by the Association;

8.4.3 Repairs or Renovations. The President may levy assessment(s) to collect additional amounts necessary to make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget. At least thirty (30) day before committing to expending such funds and levying such an assessment, the President shall notify the Owners and provide the opportunity for a meeting with the Owners to discuss the need for the special assessment; or

8.4.4 Capital Improvements. The Owners may levy assessment(s) to make new capital acquisitions, additions, or improvements, by vote of at least five (5) of the seven (7) votes allocated to the Lots, which equates to five (5) votes.

8.5 Accounts. Assessments collected by the Association shall be deposited into an account with a bank, held in the name of the Association. Expenses of the Association shall be paid for out of this account.

8.6 Default in Payment of Assessments; Enforcement of Liens.

8.6.1 Personal Obligation. All assessments properly imposed under this Declaration shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantors for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

8.6.2 Association Lien. The Association shall have a lien against each Lot for any unpaid assessment (of any type provided for by this Declaration) or installment thereof. The Association's lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney's fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Washington County, Oregon, before any suit to foreclose may be filed. The lien of the Association shall have priority over other liens and encumbrances as set forth in the Planned Community Act.

8.6.3 Interest; Fines; Late Fees; Penalties. The President, in his or her reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines, and penalties on unpaid assessments.

8.6.4 Loss of Voting Rights. If an Owner is delinquent in payment of any assessment or agreed-upon installment of any assessment for ninety (90) days or more, that Owner forfeits the Owner's voting rights until the assessment is paid in full.

**ARTICLE 9
PARTY WALLS**

9.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the Lots owned by different persons shall constitute a party wall and, to the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners whose Lots abut such wall.

9.3 Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. If the Owners of the other Lot thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice; subject, however, to the right of

any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

9.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, as well as the cost of damage resulting from such exposure.

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

9.6 Arbitration. Any dispute concerning a party wall or any provision of this Article shall be arbitrated. Each party shall choose one arbitrator and such arbitrators shall choose an additional arbitrator, and the decision shall be by majority of all the arbitrators and such decision shall be final.

9.7 Encroachments. If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said Property encroaches upon any part of the Common Areas or upon the Lot or Lots used or designated for use by another Owner, an easement for the encroachment and for the maintenance of same has been granted and reserved and shall exist and be binding upon all present and future owners of any such encroaching building or structure for the purpose of occupying and maintaining the same. No building or remodeling may be done without approval of the ARC. In the event a structure consisting of more than one home becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each home and Lot for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and replacements and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

ARTICLE 10 **GENERAL PROVISIONS**

10.1 Records. The Association shall preserve and maintain minutes of the meetings of the Association for a minimum of two years. The Association also shall keep accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense records. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of Association meetings and the Association's financial records shall be maintained in the state of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

10.2 Indemnification of President, Employees and Agents. The Association shall indemnify the President, any committee member, employee, or agent who was or is a party

or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was the President, committee member, employee, or agent of the Association or is or was serving at the request of the Association as the President, committee member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as the President, committee member, employee, or agent shall have a right of contribution over and against all other officers, committee members, employees, or agents and Members of the Association who participated with or benefited from the acts which created said liability.

10.3 Enforcement; Attorney's Fees. The Association and the Owners shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event which is the subject of the suit or action, attorney's fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney's fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney's fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

10.4 Insurance. For the benefit of the Association and the Owners, the Association shall obtain and maintain at all times a policy or policies of insurance providing in its best business judgment an adequate and reasonable amount of liability and hazard insurance for the Common Area, as well as director and officer errors and omissions insurance sufficient to meet the obligations of Section 10.2 and workers compensation insurance to the extent necessary to comply with any applicable laws. The Association shall not maintain liability or hazard insurance for any residential Lot or Home.

10.5 Notice. Any notice as required in the Declaration shall be considered proper if sent via first class mail to the last known assessment billing address for any Owner. Any required notice except notices relating to an Owner's failure to pay an assessment, foreclosure of an association lien, or an action the association may take against an Owner shall also be considered proper if sent via electronic mail, facsimile, or other electronic means. Owners may elect to opt out of electronic notice.

10.6 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.


10.7 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of all seven (7) of the votes allocated to the Owners; provided, however, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 10.8. Additionally, any such rescission that affects the Common Areas shall require the prior written consent of the County of Washington, Oregon.

10.8 Amendment. This Declaration may be amended at any time by an instrument approved by six (6) of the seven (7) total votes in the Association. Any amendment must be executed, recorded, and certified as provided by law.

10.9 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the Declaration and the Articles, the Declaration's provisions shall be superior.

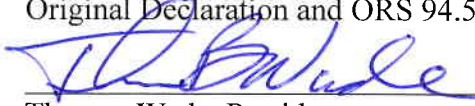
IN WITNESS WHEREOF, the undersigned on behalf of the Association has executed this instrument this 25th day of October, 2015.

**SUMMERVILLE SQUARE TOWNHOUSE
ASSOCIATION**

By: 
Name: Thomas Wade
Title: President

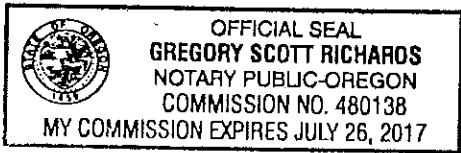
CERTIFICATION

The undersigned President of Summerville Square Townhouse Association hereby certifies that the within Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summerville Square has been approved and adopted pursuant to Article 12 of the Original Declaration and ORS 94.590.


Thomas Wade, President

STATE OF OREGON)
County of Washington) ss.

On this 25 day of October, 2015, personally appeared before me the above-named Thomas Wade, who, after being duly sworn, did say that he is the President of **Summerville Square Townhouse Association** and that said instrument was signed on behalf of said organization by authority of its Members; and he acknowledged said instrument to be its voluntary act and deed.



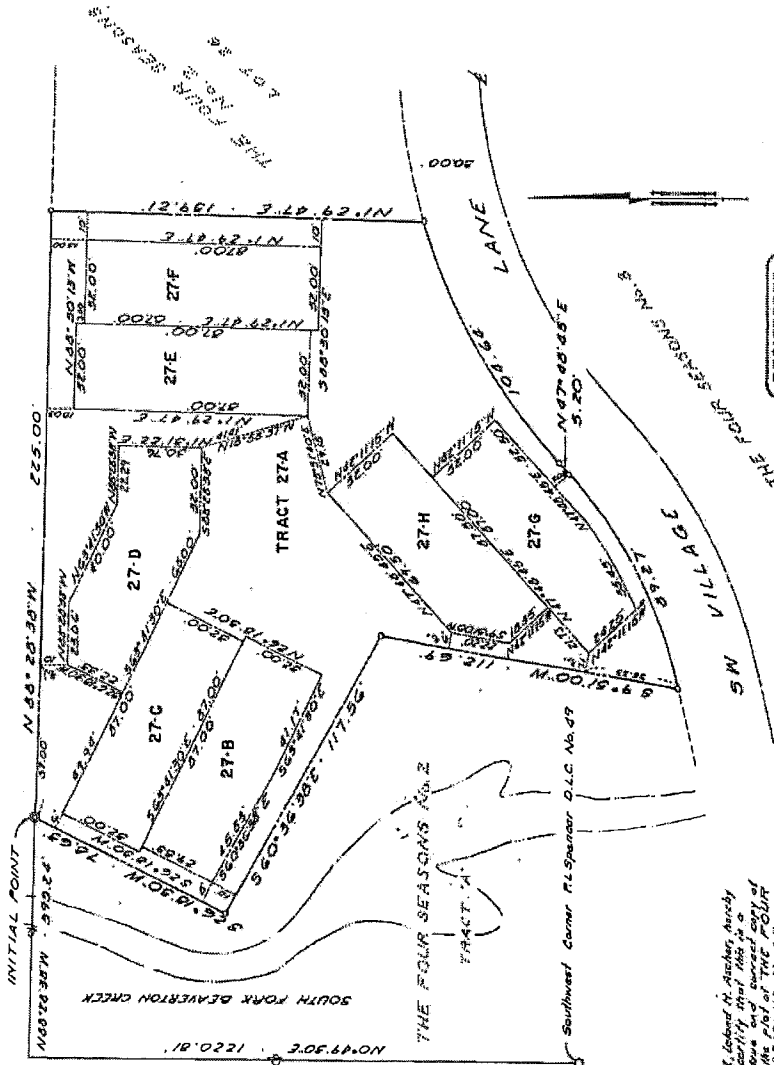
Greg Richards
Notary Public for Oregon
My Commission Expires: 7-26-17

THE FOUR SEASONS No. 6

A REPLAT OF LOT 27 OF THE FOUR SEASONS No. 2 SECTION 17 T.1S., R.1W., W.M.

WASHINGTON COUNTY, OREGON
DATE: APRIL 1969

SCALE: 1" = 30'



REGISTERED
OREGON
LAND SURVEYOR

Leland H. Ascher
LELAND H. ASCHER
JULY 10, 1958

I, Leland H. Ascher, hereby certify that this is a true and correct copy of the plat of THE FOUR SEASONS No. 6.

Leland H. Ascher

DEDICATION

Know all men by these presents, that Deaver Construction Company, an Oregon Corporation, is the owner of the lands in the P.L. Spencer Donation Land Claim, No. 49 in Section 17, Township 1 South, Range 1 West of the Multnomah Meridian as shown on the annexed plat, and that the said Deaver Construction Company, its heirs, assigns and assigns have caused the same to be surveyed in lots and blocks as shown on the annexed plat and to be dedicated to the public for public use forever, hereby dedicates all interests as shown hereon to the public for public use forever.

NEWKER CONSTRUCTION COMPANY

Robert L. Newker
Robert L. Newker, Vice President

Roy L. Marshall
Roy L. Marshall, Secretary

ACKNOWLEDGEMENT

State of Oregon
County of Washington

This is to certify that on this 2 day of MAY, 1969, before me a notary public in and for said County and State, personally appeared John H. Nixon and Roy L. Marshall, both to me personally known, who being duly sworn, did say that they, the said John H. Nixon is the Vice President and that he, the said Roy L. Marshall is the Secretary of the Deaver Construction Company and that the said instrument affixed is the official seal of the said Corporation and the said instrument was signed and sealed on behalf of said Corporation by the authority of its Board of Directors and all the aforesaid persons do acknowledge the said instrument to be their free act and deed, and they did swear that they are the identical persons named and described in the said instrument.

In testimony whereof, I have set my hand and affixed my official seal on the day and year first above written.

Charles L. Groat
Notary Public for the State of Oregon
My Commission Expires, 1-1-1972

SURVEYORS CERTIFICATE

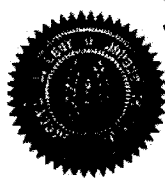
I, Leland H. Ascher, being first duly sworn, depose and say that I have correctly surveyed and marked with 1/4\"/>

Subscribed and sworn before me this 2 day of May, 1969.

Leland H. Ascher
Leland H. Ascher, C.L.S. No. 635

Robert L. Newker
Robert L. Newker, Vice President

Roy L. Marshall
Roy L. Marshall, Secretary



LOT CURVE DATA

LOT NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
TRACT 27-A	30°09'16"	170.00'	57.17'	60.25'	N 60° 51' 24" E
TRACT 27-B	56° 24' 10"	240.00'	133.45'	233.26'	N 50° 30' 27" E
TRACT 27-C	16° 25' 10"	140.00'	33.45'	33.26'	S 80° 22' 05" W

APPROVALS

Approved this 22nd day of May, 1969.
 WASHINGTON COUNTY PLANNING
 COMMISSION
 by D. F. [Signature]

Approved this 22nd day of May, 1969.
 CHIEF ENGINEERING DIVISION DEPARTMENT
 OF PUBLIC WORKS (COUNTY SURVEYOR)
 WASHINGTON COUNTY
 by Thomas J. [Signature]

Approved this 21st day of May, 1969.
 BOARD OF COUNTY COMMISSIONERS
 WASHINGTON COUNTY
 by [Signature]

Approved this 22nd day of May, 1969.
 DIRECTOR OF REVENUE AND TAXATION
 (COUNTY ASSESSOR), WASHINGTON
 COUNTY
 by [Signature]

Approved this 22nd day of May, 1969.
 DIRECTOR OF RECORDS AND
 COLLECTIONS (COUNTY CLERK)
 WASHINGTON COUNTY
 by [Signature]

STATE OF WASHINGTON
 County of Washington
 I, ROGER THOMPSON, County Clerk, do hereby certify that I have compared the above with the original survey, that the same is correct and true, and that the same is in accordance with the laws of this State.
 My Comm. expires _____ A. D. 1969
 My Comm. expires _____ A. D. 1969
 ROGER THOMPSON, County Clerk
 by [Signature]