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**2016 RESTATED BYLAWS
OF
SUMMERPLACE HOMEOWNERS ASSOCIATION**



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OF
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These 2016 Restated Bylaws of Summerplace Homeowners Association (“2016 Restated Bylaws”) are made this 10th day of August, 2016 by Summerplace Homeowners Association, an Oregon nonprofit corporation (“the Association”) pursuant to ORS 94.625(10).

RECITALS

The Summerplace Homeowners Association is a Class I Planned Community subject to the Oregon Planned Community Act (ORS 94.550 et seq.) 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 For continuity and historical reference, this document retains certain provisions that may no longer be applicable to the present administration of Summerplace, including, for example, references to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 I
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.
- 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 plats 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 II
MEMBERSHIP**

Until changed by amendment of its Articles of Incorporation and its Bylaws, memberships 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 members 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 not 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.

- 2.2 **Associate Members.** Each lessee, renter, or other occupant of a residential unit in Summerplace not eligible for Proprietary Membership, but who satisfied the conditions of these Bylaws and of the conditions and restrictions applicable to residency in Summerplace as set forth in Section 1.9 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. 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 III 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.
- 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 (1/20th) 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 Meetings.** 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 (1/10th) 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 Meetings.** Written notice stating the place, day and hour of the 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 IV 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, Qualification.** The Board of Directors shall consist of six (6) directors who shall have been duly elected from among the 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 thirty (30) days ending seven (7) 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.** A regular meeting of the Board of Directors shall be held immediately following the annual meeting of the membership and at the same place. All Board of Directors' meetings shall be open to property owners, and Notice of Board of Directors' meetings shall be posted in a public place at least three (3) days prior to 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 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 business 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 in 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.

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 unanimous vote of the directors, shall be filed with the minutes of the Association.

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. Any vacancy occurring in the Board of Directors, previously held by a person designated by the Declarant, shall be filled by the Declarant. During the existence of any vacancy, 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 V 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.

The 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, lease, 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 upon the Board of individual director, by law.

5.2 **Procedures, Meetings, Quorum.**

- 5.2.1 The Board of Directors shall appoint a chairperson from among the members of the committee and shall appoint a secretary who may, but need not, be a member of the committee. The chairperson shall preside at all meetings of the committee and the secretary shall keep a record of its acts and proceedings.
- 5.2.2 Special meetings of the committee shall be called at the request of the President or of any member of the committee and shall be held upon such notice as is required by these bylaws for special meetings of the Board of Directors, provided that notice by word of mouth or telephone shall be sufficient if received in the city where the meeting is to be held not later than the day immediately preceding the day of the meeting.
- 5.2.3 At least three (3) members must be present at a special 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.
- 5.2.4 Any action which may be taken at a meeting of the committee shall be taken without a meeting if a consent in writing setting forth the actions so taken shall be approved by a majority of the members of the committee entitled to vote with respect to the subject matter thereof. The action shall be effective on the date when the last approval is made on the consent or at such earlier time as is set forth therein. The consent shall have the same effect as a unanimous vote 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 requests from individual homeowners for changes to the exterior of the homeowner's property, including alterations to the landscaping.

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 forth in a Residential Architectural Design Review Manual adopted, and from time to time amended, by the Architectural Review Committee and approved by the Board of Directors. 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 maybe set forth in the Residential Architectural Design Review Manual. The Architectural Review Committee may charge a reasonable fee to cover the cost of processing review applications.

5.3.4 **Committee Decision.** 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 shall specify the approval or consent request and be accompanied by all material reasonably required or desired by it to make an informed decision on such application.

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 the Committee intends for Summerplace.

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 **Nonwaiver**. 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 procedures adopted by the Board of Directors, consistent with any applicable state law.

ARTICLE VI 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, and such Assistant Secretaries and/or Assistant treasurers as the Board of Directors may designate. 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 regular annual meeting. All officers except the Secretary shall be members of the Board of Directors and the Secretary may be a director. In the event of a

failure to hold any regular 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 his successor shall be elected and qualified.

- 6.3 **Removal**. Any officer or agent 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 or agent 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 of the Association.
- 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, then 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 their 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 Keep 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 See 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 Keep a register of the mailing address and names of all of 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, deeds 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 deposit all funds of the Association which come into the Treasurer's hands in depositories which the Board of Directors may designate. The Treasurer shall pay the funds out only on the check of the Association signed in a manner authorized by the Board of Directors. The Treasurer shall perform such other duties as the Board of Directors may require.
- 6.10 **Exclusion of Members from Common Areas upon Criminal Conviction.** Upon conviction of any Member of the Association, guests or a member of any Member's household, for any of the crimes listed in subsection 6.10.1, the Board of Directors, in its sole discretion, may exclude that convicted person from entering into, or remaining on, the common areas in Summerplace for a period not to exceed five years. Exclusion of any convicted person under this section requires formal action and approval by a majority of the Board of Directors adopting a Resolution of Exclusion. The Resolution of Exclusion shall identify the person excluded from the common areas by name and a current photograph, describe the crime(s) upon which the exclusion is based, and state the effective date and duration of the exclusion.
- 6.10.1 For purposes of this section, misdemeanor or felony convictions that can serve as a basis for exclusion include the conviction for any crime, which, in the opinion of the Board, puts Summerplace members or their property at risk, including, but not limited to assaults, thefts, fraud, criminal mischief, sexually related crimes, and the like.
- 6.10.2 In evaluating whether to exercise its discretion under this Section, the Board of Directors shall consider the nature and severity of the crime, the number of incidents, the risk of repeat offence, the difficulty of safeguarding against or preventing repeat offences, and any other valid factor affecting the safety of Summerplace residents and their property.
- 6.10.3 The common areas from which a convicted person may be excluded under this section are the entire club house, community center, swimming pool, tennis courts and the RV storage/parking area.
- 6.10.4 A Resolution of Exclusion adopted under this section is valid for a period of no more than five years and may be enforced by any Officer of the Board of Directors. In the event a Resolution of Exclusion is violated, any Officer of the Board is authorized to swear-out a complaint of criminal trespass against the person violating the exclusion.

ARTICLE VII
ASSESSMENTS, PURPOSE OF ASSESSMENT, LIENS AND COLLECTIONS

- 7.1 **Fees and General Assessments.** The Homeowners Association is vested with power and authority to assess and collect fees and assessments from time to time from its Proprietary Members: (1) annual assessments or charges; (2) special assessments for capital improvements. Such assessments to be fixed, assessed and collected as hereinafter provided; and (3) fees and other charges for the up-keep and maintenance of common areas and facilities 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 and fee 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, or a flat charge of \$25 per person, whichever is more, 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 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 buildings, services 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 respecting 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 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 the Up-keep and Maintenance of Common Areas and Facilities.** The purpose of this Paragraph is to assure adequate funding for the maintenance and repair of common areas and facilities of Summerplace.

- (a) An initiation fee, in an amount to be set by the Board 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. A lease on or rental of a lot, unit or building site;
 - 3. Acquisition by foreclosure of a security interest whether judicially or non-judicially of a lot, unit or building site; and
 - 4. 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 operation expenses.
- (d) Exemption from the fee may be granted by the Board 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 shall approve the request if the conditions of this Subparagraph 1 are met. The Board, 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 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 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 II, 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 Paragraph 7.1.

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 which became 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 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 violations of these Bylaws or of the Declarations of Conditions and Restrictions applicable to Summerplace, to plant or re-plant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, 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 a 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 VIII INSURANCE

- 8.1 **General.** The Board 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 VIII.
- 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 times, and shall pay for out of the common expense 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, the Owners individually, and the manager against any liability to the public or the Owners and their invitees or tenants, 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 limit and coverage shall be reviewed at least annually by the Board, which may increase the limit of and/or coverage, in its discretion. 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 VIII 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, the officers, the manager, the owners and their respective servants, agents, guests and tenants.
- 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 of the Board or the manager without prior demand in writing that the Board or manager 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. 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 shall review all insurance carried by the Association, which review shall include a consultation with a representative of the insurance carrier writing the master policy.

**ARTICLE IX
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.

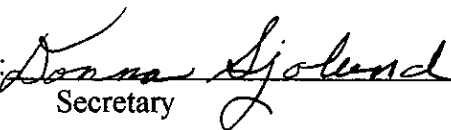
**ARTICLE X
USE RESTRICTIONS**

- 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. 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. 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 10th day of August, 2016.

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

By: 
President

By: 
Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

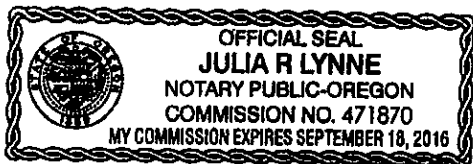
Personally appeared before me this 10th day of August, 2016, the above-named Robert Crump, who, being duly sworn, did say that he/she is the President of Summerplace Homeowners Association and that said instrument was signed in behalf of said Summerplace Homeowners Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.



Julia R. Lynne
Notary Public for Oregon
My Commission Expires: 9.18.16

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me this 10th day of August, 2016, the above-named Donna Sjolund, who, being duly sworn, did say that he/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.



Julia R. Lynne
Notary Public for Oregon
My Commission Expires: 9.18.16

**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.

2016 RESOLUTIONS

No. 1 Brick Walls

No. 2 Common Area Encroachments

RESOLUTION
OF
THE BOARD OF DIRECTORS
OF SUMMERPLACE HOMEOWNERS ASSOCIATION

(Regarding Isolated Monument Wall Repair)

WHEREAS, the developers of Summerplace erected a brick monument wall in two locations marking the entry into the Summerplace neighborhood beginning along N.E. 148th Avenue and continuing for several hundred feet (the "Monument Wall"); and

WHEREAS, for most of its length the Monument Wall is located not on Summerplace Common Area, but on individual single family Lots of owners; and

WHEREAS, the Summerplace governing documents do not clearly designate whether the individual lot owners or the Association is responsible for maintenance, repair, and replacement of the Monument Wall; and

WHEREAS, in its location on lots located at 2391 and 2383 N.E. 148th Place, the Monument Wall is in need of repair, and in its current condition, the Monument Wall in that location poses some danger; and

WHEREAS, the Association's Board of Directors wishes to develop a long term maintenance plan for the maintenance, repair, and replacement of the Monument Wall and certain perimeter wooden fencing within Summerplace; and

WHEREAS, the Board of Directors recognizes that the Monument Wall in the specific location described above requires repair work before the Association will have had time to develop the long term maintenance plan; and

WHEREAS, the Board of Directors wishes to provide for the immediate repair of the Monument Wall in the described location, but hereby expressly declares that its decision to fund such repairs shall not establish any precedent regarding future maintenance, repair or replacement of any portion of the Monument Wall or any perimeter fencing in any location;

NOW, THEREFORE, IT IS HEREBY

RESOLVED that the Board of Directors shall obtain the permission of the owners of the two lots identified above to allow contractors hired by the Association to enter upon such lots and to conduct such maintenance and repair of the Monument Wall on such lots as is reasonably necessary, at the sole and exclusive expense of the Association, but without admission that the Association is obliged to perform such work, now or in the future.

IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing Resolution was adopted at a meeting of the Board of Directors on August 12, 2015.

**SUMMERPLACE HOMEOWNERS
ASSOCIATION**

By: Robt Gray
Chairperson

By: Vivian Jackson
Secretary

**SUMMERPLACE HOMEOWNERS ASSOCIATION
Resolution of the Board of Directors**

COMMON AREA ENCROACHMENTS

The Summerplace Homeowners Association is responsible for the maintenance of common area owned by the Association. Some common area parcels abut individual homeowners' lots. When the affairs of the Summerplace Homeowners Association were turned over to a board of directors elected by the owners after the period of developer control expired, it appears that some homeowners within Summerplace had been allowed to extend landscaping and other improvements beyond the boundaries of their individual lots. The extent of these encroachments is not known clearly or with certainty, since in most situations, the legal boundary line between an owner's lot and adjacent common area is not apparent from a simple visual inspection. The existing encroachments that likely exist in these locations have not posed any significant problem or controversy, and the Board of Directors does not believe it is in the Association's best interest to require that such existing encroachments be removed. At the same time, though, the Board of Directors wishes to responsibly administer the common area for the benefit of all owners, and, accordingly, wishes to prevent any new or additional landscaping, construction or installation of improvements encroaching onto Association common area without the prior written consent of the Board of Directors.

NOW, THEREFORE, IT IS HEREBY RESOLVED that until further notice, the Association will not take affirmative steps to require the removal or relocation of

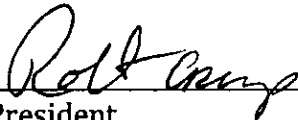
landscaping or other improvements that may have been previously installed on or adjacent to Association common area;

IT IS HEREBY FURTHER RESOLVED that the Association's forbearance described in the previous preceding paragraph does not prevent the Board of Directors in the future from seeking the removal or relocation of any encroaching landscaping or other improvements from Association common area as may be decided by the Board of Directors on a case by case basis for good cause; and

IT IS HEREBY FURTHER RESOLVED that from this date forward, no owner may landscape, construct or install any improvements or objects on Association common area 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 with a land survey, or proof of property markers, of all areas affected by the owner's proposal.


IT WITNESS WHEREOF, the undersigned President and Secretary hereby certify that the foregoing action was approved by a vote of not less than two-thirds of the members of the Board of Directors at a duly called meeting on the date set forth below.

DATE: August 10, 2016



President

ATTEST:



Secretary