

After recording return to:
Karna R. Gustafson
LANDYE BENNETT BLUMSTEIN LLP
1300 SW Fifth Avenue, Suite 3600
Portland, OR 97201

**AMENDMENT TO BYLAWS
OF
SUMMERFIELD TOWNHOUSE SERVICE ASSOCIATION #4 (DELTA)
(A Non-profit Oregon Corporation)**

RECITALS

The Amended and Restated Bylaws of Summerfield Townhouse Service Association #4 (Delta) were recorded in the Washington County, Oregon, deed records on July 20, 2009, as Document No. 2009-066228 (“Bylaws”).

Members of the Summerfield Townhouse Service Association #4 (Delta) (“Association”) have voted to amend the Bylaws to impose a new buyer fee in connection with the transfer of Properties.

AMENDMENT

The following Section 6.4.3 is hereby added to the Bylaws:

“6.4.3 New Buyer Fee Assessment. In addition to the annual and special assessments authorized in this Article, there shall be a new buyer fee assessment imposed upon the Transfer as defined in Section 6.4.3(1) of any Property. The New Buyer Fee Assessment shall be equal to six (6) months of the regular association monthly assessment in place as of the date of closing of the purchase of the Property. The New Buyer Fee Assessment is the personal obligation of the purchaser, new title holder, or transferee, of the Property.

- (1) Transfer. Except as provided in Section 6.4.3(3), “Transfer” includes: (i) the recordation of a deed, contract of sale, or any other instrument which transfers the possession and equitable ownership, (ii) any change in ownership or control of the owner, or (iii) any transfer or assignment by operation of law.
- (2) Late Payment. New Buyer Fee Assessments shall be subject to a late payment penalty equal to five percent (5%) of the new buyer fee assessment, which shall be assessed along with interest at the rate of twelve percent (12%) per annum for any New Buyer Fee Assessment not paid when due.

- (3) Exemptions. Upon written application for exemption, the Board of Directors shall grant an exemption from the New Buyer Fee Assessment with respect to: (i) any transfer made without consideration, for estate planning purposes; (ii) any transfer made solely for gift purposes; (iii) any transfer to beneficiaries of an estate, or testamentary trust; (iv) any transfer pursuant to a foreclosure of a security interest or deed in lieu of foreclosure; or (v) any transfer where the purchaser acquires a Property within six (6) months of disposing of another Property at the Summerfield Townhouse Service Association #4 (Delta).
- (4) Use of New Buyer Fee Assessments. The New Buyer Fee Assessments collected pursuant to this section shall be used by the Association for constructing and maintaining capital items and for major repairs, remodeling, renovation, additions to or replacement of common facilities, and not to fund regular Association operations. The new buyer fee assessment shall not be interpreted as an advance payment of any regular assessment, serial assessment, or special assessment.
- (5) Effective Date. The New Buyer Fee Assessment shall be effective for transfers occurring after _____."

It is hereby certified that the foregoing Amendment has been approved by the requisite percentage members as required by the Bylaws and Oregon Planned Community Act.

DATED: _____ SUMMERFIELD TOWNHOUSE SERVICE ASSOCIATION #4 (DELTA)

By: _____
President

By: _____
Secretary

STATE OF OREGON)
) ss. _____, 2020
County of _____)

Personally appeared before me the above-named _____ who, being duly sworn, did say that he/she is the Chairman of the Summerfield Townhouse Service Association #4 (Delta) and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon

STATE OF OREGON)
County of _____) ss. _____, 2020

Personally appeared before me the above-named _____
 who, being duly sworn, did say that he/she is Secretary of the Summerfield Townhouse Service
 Association #4 (Delta) and that said instrument was signed in behalf of said Association by
 authority of its Board of Directors; and acknowledged said instrument to be its voluntary act and
 deed.

Notary Public for Oregon

NOTE: THIS AMENDMENT REGISTERED AT THE WASHINGTON COUNTY CLERK'S OFFICE NOVEMBER 16, 2020