

Washington County, Oregon 2005-141208  
11/09/2005 02:41:00 PM  
D-R/AM C/CL-2 B/MS-0 RECORD-1  
\$10.00 \$5.00 \$0.00 \$11.00 - Total = \$32.00



0008411720630141200020028  
I, Jerry Hanson, Director of Assessment and Taxation  
and Be-Official 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.  
Jerry R. Hanson  
Jerry R. Hanson, Director of Assessment and Taxation,  
Be-Official County Clerk



After Recording, Return To:  
Arbor Summit, LLC  
C/O West Hills Development  
15500 SW Jay St.  
Beaverton, OR 97006

**SECOND AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
ARBOR SUMMIT**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Arbor Summit ("Declaration") was recorded May 3, 2005 as Document # 2005-04918 in the records of Washington County, Oregon, and the First Amendment of the Declaration of Covenants, Conditions and Restrictions for Arbor Summit annexing Phase 2 was recorded September 16, 2005 as Document # 2005-113027; and

**WHEREAS**, the undersigned Declarant desires to amend said Declaration in accordance with Article 11, Section 11.6 and meets the ownership provisions stated therein.

**NOW THEREFORE**, said Declaration is hereby amended as follows:

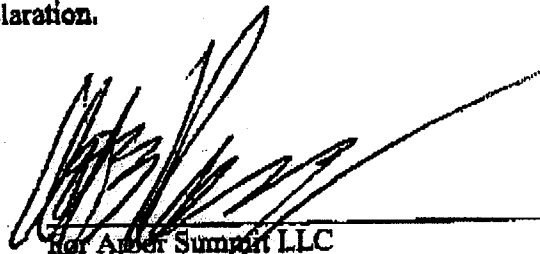
**A.** Article 10, Section 10.3 in the originally recorded Declaration is deleted and shall now read in its entirety as follows:

" 10.3 Basis of Assessments and Commencement of Assessments. Assessments are to be levied against all Lots subject to this Declaration and any annexations, except those owned by the Declarant, whether or not such Lots have been improved with a substantially completed Home. Provided, however, that no Assessment shall be levied against any Lot until such time as it is first sold to a purchaser other than Declarant or Declarant assignee. Assessments for all Lots conveyed by the Declarant to purchaser/Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot of the new Owner. In accordance with ORS 94.704 (1), Declarant shall pay all common expenses of the Association that exceed the operating assessments received from non-Declarant Owners, exclusive of the reserve assessments. As of the first of the month following the date of the Turnover Meeting, all Declarant Lots will pay operating and reserve assessments under the payment provisions contained in this Declaration.

All other provisions of said Declaration shall remain unchanged.



IN WITNESS WHEREOF, the undersigned Declarant of Arbor Summit has hereunder set his hand this 8<sup>th</sup> day of November, 2005, acknowledging the approval of this amendment as the Owner of the Lots in Arbor Summit, in accordance with Article 11, Section 11.6 of the initial Declaration.

  
\_\_\_\_\_  
for Arbor Summit LLC  
Declarant of Arbor Summit

STATE OF OREGON                    )  
  ) ss.  
County of Washington            )

This instrument was acknowledged before me on November 8, 2005, by WALTER REMMERS for Arbor Summit LLC, the Declarant of Arbor Summit.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: March 7, 2007

