

constituted, shall receive any compensation from the Committee or make any charge for his or her services as such. By majority vote of the members of the Architectural Review Committee, the number of members on the Committee may be increased. The Architectural Review Committee shall cease to exist upon the conversion of Class B voting rights to Class A votes, but not sooner than the date when Declarant have sold all Lots in AMBL ESIDE MEADOWS SUBDIVISION. The Association will then take over architectural approval responsibilities.

**Section 4, Approval.** Construction may not begin on building, landscaping, or exterior remodeling of any home, outbuilding, or fence unless a request for approval has been submitted to the Architectural Review Committee in duplicate and has been approved in writing by a majority of the Committee. Complete plans, exterior specifications and exterior color selection must be submitted for approval prior to the start of construction. Plans shall include proposed placement of street trees consistent with the street tree standards of the Springfield Development Code section 32.050 and Article VII, Section 8 of this Declaration. Said materials will remain with the Architectural Review Committee. Requests for approval of exterior remodeling shall contain a copy of the plans. Following the construction of a home, any request for approval of construction of any fence, screen, or gate shall contain a sketch. Requests for approval prior to construction of any home or outbuilding must contain a copy of blueprints, elevation, plot plan and set of specifications or materials description list.

Upon receipt of the request in writing accompanied by the required information, the Architectural Review Committee shall have seven (7) business days to review the materials and to advise the applicant of its decision in this regard. All construction, landscaping and exterior remodeling must also comply with the specific property use restrictions set forth below.

#### ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENT

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant hereby covenants for all of the Property, and each Owner of any Lot by acceptance of deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular annual or other regular periodic assessments or charges, and (2) Special assessment for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be charged on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees to collect or foreclose same, shall also be the personal obligation of the person who was the Owner of the Lot at the time such assessment was levied. The obligation shall remain a lien on the Lots until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be

used for the landscape and maintenance and other obligations of the Association. In the event that Declarant has prepaid or contracted for maintenance services to satisfy requirements of the City of Springfield or State of Oregon, the assessments shall be used to reimburse Declarant for maintenance expenses incurred for the calendar year in which the assessments are due.

**Section 3. Basis and Maximum Annual Assessments.** The regular assessment shall be \$20.00 per year for each Lot owned by Class A person(s). This assessment shall continue at the \$20.00 per year, per Lot rate until changed by the Board of Directors. The assessment will be paid to the Association at the closing of a sale of a Lot to a Class A member and will be due on the following January 1 of each year thereafter.

- (a) From and after January 1, 1999, the maximum annual assessment may be increased by the Association's Board of Directors, effective on the first day of January following such decision without a vote of the members. The increase shall reflect the cumulative change, if any, of the Consumer Price Index (published by the US Department of Labor), US West, All Consumers, All items from January 1, 1999, to a date fixed by the Board, or to a lesser amount as determined by the Board. Increases shall be rounded to the nearest Five (\$5) Dollar increment.
- (b) From and after January 1, 1999, the maximum annual assessment may be increased above that determined by reference to the Consumer Price Index, as aforesaid, by a vote of the members, provided that any such increase shall be approved by the affirmative vote of not less than a majority of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

**Section 4. Uniform Rate of Assessment.** Regular periodic flat charges and any special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

**Section 5. Quorum For Any Action Authorized.** At the first meeting called, as provided in Section 3, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 3 and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

**Section 6. Date of Commencement of Annual Assessments: Due Dates.** All Lots (and therefore the Owners thereof excluding Declarant as above specified) shall be subject to the annual assessments provided for herein on the first day of January each year. The Board of Directors shall fix the amount of regular assessment at least thirty (30) days in advance of each

assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

**Section 7, Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Secretary-Treasurer of the said Association shall file in the office of the County Clerk of the county in which said Property is located, a statement of the amount of any such charges or assessment, together with interest as aforesaid, which have become delinquent with respect to any Lot, and, upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interest, costs, and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of the County Clerk, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The Owner of a Lot at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Declarant or the Association, as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale.

**Section 8, Exempt Property.** The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) all rights-of-way, and (b) property owned by the Declarant prior to the time a Living Unit or other building is constructed thereon and occupied

#### ARTICLE VII SPECIFIC PROPERTY USE RESTRICTIONS

**Section 1, Signs.** Unless written approval is first obtained from the Architectural Review Committee, no sign of any kind shall be displayed to public view on any building or building site on the Property except one professional sign of not more than five square feet of surface advertising the Property for sale or rent, or signs used by the developer to advertise the Property during the construction and sales period including an entry sign(s) permanently placed at the entrance by the Declarant. If a Property is sold or rented, any sign relating thereto shall be removed immediately, except that the Owners or their agent may post a "Sold" sign for a reasonable period following a sale.

**Section 2, Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any part of said Property except dogs, cats, or other household pets provided that such household pets are not kept, bred or maintained for any commercial purposes.

**Section 3, Waste.** No part of said Property shall be used or maintained as a dumping