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DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
AMBLESIDE MEADOWS SUBDIVISION  
SPRINGFIELD  
LANE COUNTY, OREGON

THIS DECLARATION, made on the date hereinafter set forth by the undersigned,  
hereinafter referred to as "Declarant:"

2741DEC.29'98#04REC 130.00

WHEREAS, Declarant is the owner of certain real property described in Exhibit A  
attached hereto in the City of Springfield, County of Lane, State of Oregon hereinafter referred to  
as the "Property," and

2741DEC.28'98#04PFUND 10.00

WHEREAS Declarant desires to subject the Property to certain protective covenants,  
conditions, restrictions, reservations, easement, liens and charges for the benefit of the Property,  
and its present and subsequent owners as hereinafter specified, and will convey the Property  
subject thereto;

WHEREAS Declarant deems it desirable for the efficient preservation of the values and  
amenities of the Property, to create an entity to which will be delegated and assigned the powers  
of maintaining, managing, administering and enforcing the protective covenants, conditions and  
restrictions, and collecting and disbursing the assessments and charges hereinafter created. For  
this purpose, an Oregon nonprofit corporation, Ambleside Homeowners Association, has been  
incorporated under the laws of the State of Oregon

NOW, THEREFORE, Declarant hereby declares that all of the Property is and shall be  
held and conveyed upon and subject to the easements, conditions, covenants, restrictions and  
reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the  
value, desirability and attractiveness of the Property. These easements, covenants, restrictions,  
conditions and reservations shall constitute covenants to run with the land and shall be binding  
upon all persons claiming under them and also that these conditions, covenants, restrictions,  
easements and reservations shall inure to the benefit of and be limitations upon all future owners  
of the Property, or any interest therein.

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings

1. "Association" or "Corporation" shall mean AMBLESIDE HOMEOWNERS  
ASSOCIATION, a non-profit corporation organized under the laws of the State of Oregon, its  
successors and assigns.

2. "Common Area" shall mean that portion of the Property shown in the Plat which is not

included in any Lot shown on the Plat, all easements set forth in the Plat and all easements otherwise owned by the Corporation.

3. "Declarant" or "Developers" shall mean and refer to the undersigned, its successors, heirs and assigns, if such successors, heirs or assigns should acquire in any phase more than ten undeveloped Lots from the Declarant for the purpose of development.

4. "Living Unit" means a building or structure located on the Property designed for use and occupancy as a single-family residence.

5. "Lot" means each lot or parcel hereto fore or hereafter partitioned or subdivided in accordance with applicable law from within the Property.

6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

9. "Mortgage" shall mean and refer to any mortgage, contract of sale or deed of trust, and "Mortgagee" shall refer to the mortgagee, contract seller, or beneficiary under a deed of trust.

10. "Owner" shall mean and refer to the record owner (or if a lot is being sold on a land sale contract, then the contract purchaser) whether one or more persons or entities, of all or any part of said Property, excluding those having such interest merely as security for the performance of an obligation, and excluding the general public and City of Springfield as owners of any streets, tracts, rights-of-way or easements.

11. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association by supplemental declarations and plat submitting additional property to the terms of this Declaration.

10. "Set Back" means the minimum distance between the Living Unit or other structure referred to and a given street or road or Lot line.

11. "Assessment" shall mean the annual charges as provided in Article VI, below.

12. "Directors" or "Board of Directors" shall mean the directors of the Association.

13. "Plat" means the Ambleside Meadows Subdivision Phase I and Phase II plat to be recorded in the Lane County, Oregon Plat Records, together with any additional property, or additions to, the Ambleside Meadows Subdivision.

**ARTICLE II**  
**MEMBERSHIP**

Every person or entity; who is a record Owner (including contract purchasers as above defined) of a fee or undivided fee interest in any Lot, including Lots annexed hereto, by virtue of such ownership shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or the general public or City of Springfield as owners of any streets, tracts, rights-of-way, or easements. Membership shall be appurtenant to and may not be separated from ownership of any Lot made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such Owner, and shall automatically terminate and lapse when such ownership in a Lot shall terminate or be transferred.

**ARTICLE III**  
**VOTING RIGHTS**

The Association shall have two classes of voting membership

**Class A.** Class A members shall be all those Owners as defined in Article II with the exception of the Declarant. Class A members shall be entitled to (1) vote for each Lot in which they hold the interest required for membership by Article II and with respect to all matters upon which Owners are certified to vote. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interest, but in no event shall more than one Class A vote be cast with respect to any one Lot. The vote applicable to any Lot being sold under a contract of purchase shall be exercised by the contract buyer unless the contract expressly provides otherwise.

**Class B.** The Class B member(s) shall be the Declarant, its successors and assigns. Class B member(s) shall be entitled to five (5) votes for each Lot in which they hold the interest required for membership by Article II, including ownership of Lots in subsequent Phases after annexation, and which is subject to the jurisdiction of the Association by recorded covenants. Existing Class B votes shall be converted to Class A votes upon the happening of either of the following events, whichever occurs earlier:

- (a) The date that Lots, including, without limitation, Lots that may be annexed to the Property in subsequent phases, representing ninety percent (90%) of the total number of votes have been conveyed to persons other than Declarant.
- (b) December 31, next following the fifteenth anniversary of the recording of these Declarations.