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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

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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.



**ARTICLE IV**  
**AMBLESIDE HOMEOWNERS ASSOCIATION**

**Section 1. Creation.** The Ambleside Homeowners Association has been incorporated and is currently an Oregon nonprofit corporation in good standing. The Corporation is intended to be a real estate management association as defined in and operating in accordance with Sec 528 of the Internal Revenue Code of 1986, as from time to time amended. The Corporation shall have the powers, duties and shall be organized and operate in accordance with the terms of this Article IV.

**Section 2. Office.** The principal office of the Corporation shall be located in Eugene or Springfield, Oregon.

**Section 3. Meetings of Members.** An annual meeting of the Members shall be held for the purpose of electing Directors and for transacting such other business as may come before the meeting. The meeting shall be called and held in accordance with the procedures set forth in the Bylaws of the Corporation and as required by Oregon law.

**Section 4. Board of Directors.** The affairs of the Corporation shall be managed by its Board of Directors. The number of the Board of Directors shall be three (3) or more Members. The term of each office of each Director shall be three (3) years. The terms shall be staggered so that the terms of no more than one (1) Director shall expire each year, if there are only three Directors. The number of Directors may be increased or decreased from time to time in accordance with the Corporation's Bylaws. Each Director shall hold office for the term as elected or until his or her successor shall have been elected and qualified. Any Director may be removed by a majority vote of the Members present at either the annual meeting or a special meeting of the Members called in accordance with the Bylaws of the Corporation or as required by Oregon law.

**Section 5. Meetings of Board of Directors.** A regular annual meeting of the Board of Directors shall be held without other notice immediately after, and at the same place as, the annual meeting of Members. Other meetings of the Board of Directors may be called in accordance with the procedures specified in the Corporation's Bylaws. The Board of Directors may provide by resolution the time and place within Lane County Oregon for the holding of additional regular meetings of the Board without other notice than such resolution. Special meetings of the Board of Directors may be called at the request of the President or any two (2) Directors. The person or persons authorized to call the special meetings of the Board may fix any place within Lane County, Oregon as the place for holding any special meeting of the Board called by them.

**Section 6. Contracts.** The Board of Directors may authorize any Officer or agent of the Corporation, in addition to the Officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the President and Secretary of the Corporation or at least two (2)

members of the Board of Directors so authorized by resolution of the Board of Directors. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation at such banks, trust companies or other depositories as the Board of Directors may direct

**Section 7. Books and Records.** The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board of Directors and committees. It shall keep at its principal office, a record of the names and addresses of its Members entitled to vote. All books and records may be inspected by any Member of his agent or attorney for any prior purpose at any reasonable time.

**Section 8. Income and Loans.** At least eight-five percent (85%) of the income of the Corporation shall consist of the amounts collected from the Members of this Corporation for the sole purpose of meeting losses and expenses of operating this Corporation. The Corporation shall not have or issue shares of stock and no dividends shall be paid. No part of the income of the Corporation shall be distributable to its Members, Directors or Officers. No loan shall be made by the Corporation to its Directors or Officers. The Directors of the Corporation who vote for, or who assent to, the making of a loan to a Director or Officer of the Corporation, and any Officer or Officers participating in the making of such a loan, shall be jointly and severally liable to the Corporation for the amount of such loan and for the repayment thereof.

**Section 9. Assets.** The Corporation shall not own stock in any other organization and no organization shall be allowed to control the Corporation. The Corporation shall not be affiliated with any other organization.

**Section 10. Dissolution.** In the event of the dissolution of the Corporation, the assets of the Corporation shall be distributed as follows:

- A. All liabilities and obligations of the Corporation shall be paid, satisfied and discharged.
- B. Assessments collected from members which have not been used shall be returned pro rata to Members of record as of the date of dissolution.
- C. All non-liquidated, tangible assets, if any, shall be transferred or conveyed to a charitable organization elected by the Board of Directors.
- D. All the rights, title and interest of the Corporation in any real property shall be distributed to the Members in such manner and upon such terms as shall be decided by a majority of the Members.

**ARTICLE V**  
**ARCHITECTURAL REVIEW COMMITTEE**

**Section 1. Purpose.** It is desirable to maintain uniform standards of design, quality of workmanship and landscaping for the homes to be built and maintained in AMBLESIDE MEADOWS SUBDIVISION. Uniform standards of design, quality of workmanship and landscaping protect the interests of each Owner in maintaining and increasing the value and enjoyment of that Owner's Lot. It is not, however, feasible to set forth a comprehensive list of requirements for constructing and maintaining homes in this development. An Architectural Review Committee is, therefore, established, the purpose of which is to review and approve the design and quality of workmanship and landscaping for all homes to be built in AMBLESIDE MEADOWS SUBDIVISION, during the period of existence of the Architectural Review Committee. The Architectural Review Committee will make the determinations based on the following policy guidelines as well as the specific restrictive covenants set forth in this declaration

**Section 2. Policy Guidelines.**

- (a) The nature of the Property lends itself to quality design and constructed homes
- (b) It is of benefit to each Owner that each Lot in the development be developed with a home as soon as reasonably possible
- (c) That uniformity of construction, styles and construction materials is desired to maintain the quality of the development
- (d) That well-landscaped Lots will add significantly to the value of each and every Owner's interest in Lots in the development
- (e) That unusual fences, outbuildings and other additions may tend to detract from the enjoyment and the value of each Owner's interest in his or her Lot

**Section 3. The Committee.** The Architectural Review Committee referred to herein shall be composed of Frank Trotter, Cy Stadsvold, and Myles Breadner. Its decision shall be final and binding; however, applications may be resubmitted. Upon failure of the Committee or its designated representative to approve or disapprove any application for a period of seven (7) business days after it has been submitted in writing, in duplicate, to the Chairman of the Committee or his designated representatives, said application will be deemed to have been approved if the said Chairman has signed and dated said application, acknowledging receipt thereof on a copy submitted with the original. The original members of the Committee shall serve for two (2) years and thereafter until their successors are elected or the Architectural Review Committee ceases to exist. New members shall be elected for a term of two (2) years by majority vote of the members of the Architectural Review Committee. If any member of the Committee is unable or unwilling to act, the remaining members shall elect a successor to serve out the unexpired term. No member of the Architectural Review Committee, however created, or



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

ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said Property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 4. Offensive Conditions.** No noxious or offensive or unsightly conditions shall be permitted upon any part of said Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**Section 5. Other Occupancies.** No trailer, camper-truck, tent, R.V., garage, barn, shack, or other outbuilding shall at any time be used as a residence, temporarily or permanently, on any part of the Property.

**Section 6. Vehicles.** These covenants hereby include a restriction on overnight parking on the dedicated streets within the subdivision. All unsightly or inoperable or project vehicles shall be removed from the streets and open parking areas and parked within the confines of an enclosed garage so as not to hinder the overall beauty of the area. All boats, trailers, and RVs shall be stored in an appropriate area behind a screen or fence no closer to the street than the front of the garage.

**Section 7. Maintenance.** Each Owner shall be responsible for maintaining and keeping in good order the condition and repair of the exterior of that Owner's Living Unit, of the Lot, and of the landscaping on the Lot. No Owner shall remove or otherwise materially alter any shrub or tree or make any material changes in landscaping without first obtaining written consent of the Architectural Review Committee. Each Owner shall insure that no tree, shrub, or landscaping unreasonably interferes with the view of other Lot Owners. In the event that any Owner fails to comply with the condition of this paragraph, in addition to any other remedies, the Architectural Review Committee may perform the required maintenance and bring legal action-against the Owner of the Lot to recover the cost of the maintenance performed.

**Section 8. Landscaping.** Street trees shall be planted prior to final inspection. The balance of each yard shall be landscaped not more than 45 days after final inspection except when occupancy occurs after October 1 and before May 1. Yards of residences ready for occupancy during inclement weather shall be landscaped not more than 45 days after May 1. Yards shall be maintained in a neat and clean condition and grass shall be watered and cut regularly. Landscaping shall be subject to approval by the Architectural Review Committee as set forth above. Each Owner shall, prior to commencement of landscape work, submit to the Architectural Review Committee a detailed landscape plan including location of all fencing. All street trees shall be the Armstrong maple and there shall be a minimum of one street tree per lot in a location determined by the Architectural Review Committee. All other new trees must have a minimum trunk diameter of one and one-half inches at planting.

**Section 9. Utilities.** All utilities such as water, sewer, gas, telephone, power, and television lines are to be under ground. Visible antennas of any kind shall not be permitted.

**Section 10, Mail Box Stands.** Mail Box Stands shall be furnished and maintained by the post office. The location shall be determined by local U.S. Post Office and City officials. Maintenance of sidewalk areas around mail boxes is the responsibility of adjacent property Owners.

**Section 11, Building Materials and Conditions.** The following specific restrictions on building materials and conditions shall apply:

- (a) Each Living Unit must contain a minimum of 1450 square feet excluding garage. Each Living Unit must contain, as a minimum, a double garage.
- (b) The roof color must be black. Composition shingles must be heavy weight (340 pound per 100 square feet minimum) with a minimum of a twenty-five (25) year life and an Architectural 80 Style. The roof shall have a minimum pitch of 6/12 on all predominate roof lines.
- (c) All curbside sidewalks are required by the City of Springfield to be a broomed finish.  
  
All infrastructure sidewalks and driveways in front of the home exposed to the street must be exposed aggregate.  
  
The design of the curbside sidewalks must be approved by the Architectural Control Committee. The ACC is requiring some curvature rather than straight sidewalks to add to the appearance of the subdivision, where applicable.
- (d) In the event that any construction activity has made any change or alteration in any open areas, the Owner will restore the open area to its natural state following completion of construction.
- (e) Double-wall construction to be used on all exterior walls. All exterior siding is to be horizontal lap, wood siding. No vinyl, T1-11, or aluminum siding is allowed.
- (f) Brick, stone, drivet or superior quality architectural exterior finish products may be used upon approval of the Architectural Review Committee.
- (g) Each Lot shall be graded to allow for natural drainage runoff and each Owner will provide drainage systems as necessary to properly drain surface water. If necessary to provide proper drainage, each Owner will provide drainage easements adjacent to the Lot lines to assist neighboring Lot Owners.
- (h) Paints and stains shall be of good quality and shall consist of earth tone colors.
- (i) All Living Units must have a minimum of 100 square feet of brick or stone on the



front exterior.

- (j) Window frames must be either vinyl, wood or vinyl clad. Metal window frames will not be allowed.

In the event of a dispute over building materials and conditions, the decision of the Architectural Review Committee shall be final in applying these guidelines.

**Section 12. Fences.** To insure an attractive community, all fencing shall conform to the design and specifications including cap and bevel set forth in the attached Exhibit "B." Fences shall be all wood and treated only with natural preservatives (no paint). No fence shall protrude past the front of the residence. The owners of Lots # 1, 48, 54, 55, 60, 61, 62, 63, 64, 65, and 66 are required to fully fence the back of their lots

**Section 13. Manufactured Homes.** No manufactured homes shall be allowed in this subdivision. All homes to be constructed on site

**Section 14. Satellite Dishes and Antennas.** The Declarant intends to provide underground facilities for electric power, natural gas, telephone lines and television cable. Subsequent to the time such facilities are completed no external television, satellite dishes, radio or other antenna or clothes lines or other similar structures may be erected in any location without permission of the Architectural Review Committee

**Section 15. Heating and Air Conditioning.** Exterior air conditioning or heating units of heat pump design shall be approved by the Architectural Review Committee subject to location on the Lot. Window mounted air conditioners shall not be allowed

**Section 16. Living Unit Addresses.** All Living Units must have addresses announced on sand-cast aluminum wall plaques pursuant to Exhibit "C"

**Section 17. Erosion Control.** Each Lot is subject to state, county and city ordinances regarding erosion control. Each Owner will be responsible for developing and maintaining the Lot in a proper fashion acceptable to the applicable ordinances including the construction of retaining walls and be responsible for providing drainage easements adjacent to the property lines to assist neighboring Lot Owners if needed for proper drainage

**Section 18. Approvals.** Approvals required from the Architectural Review Committee under this Article must be obtained from the Association's Board of Directors after the Architectural Review Committee ceases to exist.

**Section 19. Building Envelopes for Hillside Lots.** In order to comply with the conditions of subdivision approval, the Living Units and driveway approaches on certain Lots must be constructed within building envelopes. In Phases I and II the Lots with established building envelopes are Lots 1 through 4. The building envelopes for each of these Lots is shown in Exhibit

"D."

**Section 20. Preservation of Oak Trees.** Lots 25, 90 and 104 each have a mature oak tree on the Lot that shall be preserved. A number of oak trees are located in a clump on Lot 32 and shall be preserved as best as possible. Lots 15 and 16 each have several oak trees on the Lot. These oak trees shall also be preserved as best as possible. None of the oak trees on these references Lots shall be removed without the consent of the Architectural Review Committee.

"D."

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#### **ARTICLE VIII ADDITIONAL EASEMENTS AND WETLANDS**

**Section 1. Reservation of Easements.** Easements for the installation and maintenance of utilities, signs, walkways, common areas and drainage facilities are reserved as shown on the Plat.

**Section 2. Use of Common Areas.** The common areas in the subdivision include the lighted subdivision entry sign on the southeast corner of the "V" Street entrance to the Plat. The entry sign shall be constructed by and the landscaping installed by the Declarant. The entry sign and landscaping will be partially located on Lot 24 of Phase 1. The mature oak tree located on Lot 24 is included in this landscaping and shall not be removed by the Owner of Lot 24. The Association shall be responsible for maintaining this common area in the future and paying for the lighting and irrigation costs. The Association shall also be responsible for maintaining the landscaping and irrigation between the south side of "V" Street and the Irving Slough, extending from the "V" Street entrance to the Plat westward to the point where the Irving Slough is culverted under "V" Street.

**Section 3. Wetland Compliance.** The Common Areas also include the detention pond located in Tract A and Tract B on the Plat and mitigation wetland area located in Tract A on the Plat. The Association shall be responsible for maintaining these Common Areas and complying with all local, state and federal laws in this regard. The Association shall specifically comply with the terms and conditions of the wetland removal and fill permits. The mitigation wetland area and the detention ponds shown on the Plat are elements of the development required by public bodies in order to obtain public approval of the development. These facilities will often be inundated with water in varying depth. These facilities are not intended for access by the general public or the residents of the development for recreation or any other purposes.

**Section 4. Wetland Boundary.** The wetland boundary adjacent to the Irving Slough is shown on the Plat for Lots 24 through 35. All Lot Owners having a portion of that Lot located within the wetland boundary shall conform to all local, state and federal requirements. The Association shall cooperate with all local, state and federal authorities in requiring conformance to the regulations, laws and statutes.

**Section 5. Specific Restrictions Related to Wetlands Protection, Easements, Enforcement.** The Ambleside Meadows Subdivision is being developed under two permits relating to the filling of wetlands - Permit 98-061 issued by the U.S. Army, Corps of Engineers.

(May 20, 1998) and Permit FP-14947 issued by the Oregon Division of State Lands (May 22, 1998). These permits authorize the filling of certain wetlands on the Property, require the creation and planting of certain mitigation wetland areas on the Property, require the protection of nonimpacted wetland areas, require monitoring and potentially corrective action for a number of years to ensure the success of created wetlands, and impose requirements for protecting the wetland areas, including through private and public enforcement.

- (a) Protective buffer for nonimpacted wetlands in Irving Slough. Lots 25 through 34 in Phase I front to the West on the Irving Slough, which is a wetland not impacted by this Development. The boundary of this wetland is shown on the Plat. As mitigation for other wetlands on the Property permitted to be filled, a 25-foot buffer has been established on Lots 25 through 34 adjacent to the wetland boundary. This buffer area is shown on the Plat.
- (1) The Developer will undertake an initial planting of the buffer area under a plan approved by the State. Any additional plantings in the buffer area by Lot Owners shall be limited to species on the published list entitled "Plant Species Associated with Riparian Areas" for Oregon, a copy of which is attached as Exhibit "E."
  - (2) Lot Owners shall maintain the buffer area in its natural state with natural, unmowed vegetation. Existing nonnative vegetation may be removed from the buffer area, provided that it is replaced with riparian vegetation from the list in Exhibit "E." For example, Himalayan Blackberries and English Ivy may be removed and replaced with Snowberry or Salmonberry. Trees determined in writing by a certified arborist to be danger trees may be removed.
  - (3) Control of non-native species in the buffer area shall be through mechanical means, that is, by hand pulling only. No chemical applications shall be allowed within the buffer area.
  - (4) The buffer area shall be kept free of temporary or permanent structures and storage sheds, fencing, lawn furniture, vehicles, yard clippings and similar materials that may damage the natural vegetation.
- (b) Buffer along north property line. Lots 60 through 66 in Phase II are adjacent to the north property line of the Plat. Site improvements as part of subdivision development will include the creation of an open drainage channel adjacent to the north property line of these lots. As partial mitigation for filling of wetlands elsewhere in the subdivision, the Army Corps permit requires this drainage channel be maintained as a buffer along the northernmost 25 feet of these lots. This buffer area is shown on the Plat as "25' Conservation and Drainageway Easement."
- (1) Vegetation control of vegetation in the buffer area shall be without mowing. No chemical applications shall be allowed within the buffer area.



- (2) The buffer area shall be kept free of temporary or permanent structures and storage sheds, fencing, lawn furniture, vehicles, yard clippings, debris, and similar materials that may damage the natural vegetation or impede flow in the channel
- (c) Creation of mitigation wetland: Site improvements as part of subdivision development will include creation of a wetland in the northwest corner of the Plat adjacent to the Irving Slough. This wetland is required to mitigate for wetlands filled elsewhere on the Property
- (d) Easements for maintenance, enforcement:
  - (a) The Developer, including its agents, and state and federal wetland permitting agencies shall have an easement for access onto and across the wetland buffer along Irving Slough and the mitigation wetland area described above for the purposes of monitoring performance under the state and federal wetland permits, and taking actions necessary to comply with the terms of those permits, including the requirement to conduct replanting of native vegetation to meet survival standards. The term of the easement shall be the five year monitoring period set in the state and federal permits, together with any extended period that may be needed to implement any supplemental mitigation plan required under the permits
  - (b) The Association and the City of Springfield shall have an easement for access onto and across the wetland buffer adjacent to the Irving Slough and Tract A and Tract B, including the mitigation wetland area and the detention pond, for purposes of inspection for compliance with federal, state and local wetland laws and permits
  - (c) Restrictions for the wetland buffer areas stated herein are enforceable by the Corps of Engineers, the Division of State Lands, the City of Springfield, the Association, and the Owners of any Lots that include the respective wetland buffer areas. In any court proceeding for the enforcement of these restrictions, the losing party shall pay the attorneys fees of the prevailing party or parties, at trial, on appeal or petition for review, and in enforcing or collecting any judgment, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose.
  - (d) The failure to enforce any restriction that applies to the wetland buffer areas shall not be deemed to be a waiver of the right to do so thereafter.

**ARTICLE IX**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, or the Owner of any recorded mortgage on any part of said Property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or thereafter imposed by the provisions of this Declaration, provided that the party seeking to enforce can show that its interests are adversely affected to some material degree by the failure to enforce Failure by the Association, or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** Any of the covenants and restrictions of this Declaration except for the easements and maintenance obligations herein above granted may be amended by a vote of seventy-five percent (75%) of Class A members and eighty-five (85%) of Class B members of the Association called at a meeting for that purpose; provided, however, that no condition or restriction that is required for compliance with a city, state, or federal agency approval of the subdivision development shall be amended without the written consent of such public entity. All amendments shall become effective when reduced to writing, executed by the appropriate Association officers and recorded in the Lane County Deed Records

**Section 4. No Right of Reversion.** Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said Property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion.

**Section 5. Benefit of Provisions; Waiver.** The provisions contained in this Declaration shall bind and inure to the benefit of the Declarant, the Association, and the Owner or Owners of any portion of said Property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property Owners or their legal representatives, heirs, and successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so

**Section 6. Assignment by Declarant.** Any or all rights, powers, and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given and assumed by Declarant herein. All rights of Declarant herein reserved or created shall be held and exercised by the undersigned alone, so long as they own any interest in

any portion of the Property.

Section 7, Unilateral Amendment by Declarant. Notwithstanding anything to the contrary otherwise stated herein, Declarant, in their sole discretion and based on good faith interpretation, reserve the right to unilaterally amend the Declaration if necessary to comply with the requirements of the Oregon Planned Community Act, as in effect on the date of recording of this Declaration, because the de minimus planned community status as described in that Act will be lost, and no other exemption from such Act is available. The right of unilateral amendment shall accrue to the Board once Declarant owns no further Lots in the Property. In connection with the final platting of Phases III and IV of the Ambleside Meadows Subdivision, Declarant or its assigns shall have the sole right to unilaterally amend this Declaration in any manner that the Declarant or its assigns, in their discretion, deem appropriate to fully implement any conditions precedent to the final recording for Phases III and IV

ARTICLE X  
ADDITIONAL LOTS

The Declarant reserves the right (but is not obligated) to expand AMBLESIDE MEADOWS SUBDIVISION by annexing additional property. Declarant's right to annex additional Lots shall expire fifteen (15) years from the date this Declaration is recorded

IN WITNESS WHEREOF, the Owner of the Property have executed this Declaration this 30th day of NOVEMBER, 1998

BREADNER PARKER & ASSOCIATES (AMBLESIDE) LLC,  
an Oregon limited liability company

By: [Signature]  
Myles Breadner, Manager

STATE OF OREGON       )  
                                  )  
County of Lane        )

ss

The foregoing instrument was acknowledged before me this 30th day of November, 1998 by Myles Breadner, manager of BREADNER PARKER & ASSOCIATES (AMBLESIDE) LLC, an Oregon limited liability company, on behalf of the LLC.

[Signature]  
Notary Public for Oregon Expires 8/23/2001





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List of Exhibits:

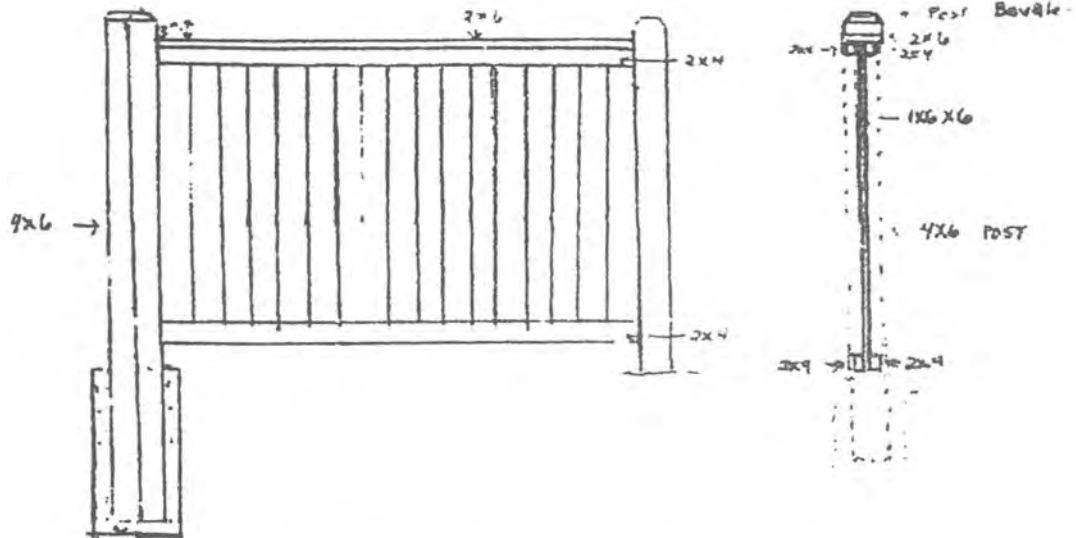
- Exhibit A: Real property description
- Exhibit B: Design specifications for fencing
- Exhibit C: Design specifications for address signage
- Exhibit D: Building envelopes for certain hillside lots
- Exhibit E: Plant Species Associated with Riparian Areas

EXHIBIT A

AMBLESIDE SUBDIVISION, as recorded on File 75, Slides 750-755, Lane County  
Oregon Official Plat Records.

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EXHIBIT "B"



POSTS: 6" X 6" X 10 FT. LENGTHS PRESSURE TREATED  
PLACED IN HOLE OF 1 1/2" WIDE - 2 1/2 FT. IN DEPTH

CEMENT FILL UP HOLE BEAPED AT TOP FOR RAIN RUN OFF

TOP CAP: 2 X 6 X 8 STANDARD & BETTER BEWHEED-SERIES 38F

RAILS: 2X6X8 STANDARD & BETTER - TWO FRONT ON TOP & BOTTOM  
TWO ON BACK TOP & BOTTOM

BOARDS: 1" X 6" X 6 FT. #1 CEDAR GRADE

POST TO HAVE DESIGN ON TOP OF POST. Bevel



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EXHIBIT "C"

15 1/4 "



9 1/4 "







## PLANT SPECIES ASSOCIATED WITH RIPARIAN AREAS

Type: F = Forest  
N = Non-forest (includes wetlands)

COMMON NAME	SCIENTIFIC NAME	ECO-CODE	TYPE
<b>Grasses</b>			
Spike Bentgrass	<i>Agrostis exarata</i>	AGEX	F
Thurber's Bentgrass	<i>Agrostis thurberiana</i>	AGTH	N
Columbia Brome	<i>Bromus vulgaris</i>	BRVU	F
Bluejoint Reedgrass	<i>Calamagrostis canadensis</i>	CACA	N
Northern Reedgrass	<i>Calamagrostis inexpansa</i>	CAIN	N
Drooping Woodreed	<i>Cinna latifolia</i>	CILA2	F
California Oatgrass	<i>Danthonia californica</i>	DACA	N
Timber Oatgrass	<i>Danthonia intermedia</i>	DAIN	N
Tufted Hairgrass	<i>Deschampsia caespitosa</i>	DECA	N
Blue Wildrye	<i>Elymus glaucus</i>	ELGL	F
Bearded Fescue	<i>Festuca subulata</i>	FESU	F
Tall Mannagrass	<i>Glyceria elata</i>	GLEL	F
Northern Meadow Barley	<i>Hordeum brachyantherum</i>	HOBR	N
Pullup Muhly	<i>Muhlenbergia filiformis</i>	MUFI	N
Reed Canarygrass	<i>Phalaris arundinacea</i>	PHAR	N
Alpine Timothy	<i>Phleum alpinum</i>	PHAL	N
Fowl Bluegrass	<i>Poa palustris</i>	POPA	N
Weak Alkali-grass	<i>Puccinellia pauciflora</i>	PUPA	N
Tall Trisetum	<i>Trisetum canescens</i>	TRCA	F
<b>Sedges and Rushes</b>			
Bigleaf Sedge	<i>Carex amplifolia</i>	CAAM	F
Columbia Sedge	<i>Carex aperta</i>	CAAP3	N
Water Sedge	<i>Carex aquatilis</i>	CAAQ	N
Gray Sedge	<i>Carex canescens</i>	CACA4	N
Dewey's Sedge	<i>Carex deweyana</i>	CADE	F
Sheep Sedge	<i>Carex illota</i>	CAIL	N
Jones' Sedge	<i>Carex jonesii</i>	CAJO	N
Sierra Hare Sedge	<i>Carex leporinella</i>	CALE5	N
Mud Sedge	<i>Carex limosa</i>	CALI	N
Woodrush Sedge	<i>Carex luzulina</i>	CALU	N
Mertens' Sedge	<i>Carex mertensii</i>	CAME2	N
Muricata Sedge	<i>Carex muricata</i>	CAMU2	N
Beaked Sedge	<i>Carex rostrata</i>	CARO2	N
Holms' Rocky Mountain Sedge	<i>Carex scopularum</i>	CASC5	N
Analogue Sedge	<i>Carex simulata</i>	CASI2	N
Sitka Sedge	<i>Carex sitchensis</i>	CASI3	N
Blister Sedge	<i>Carex vesicaria</i>	CAVE	N
Common Spike-rush	<i>Eleocharis palustris</i>	ELPA	N
Few-flowered Spike-rush	<i>Eleocharis pauciflora</i>	ELPA2	N
Baltic Rush	<i>Juncus balticus</i>	JUBA	N

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COMMON NAME	SCIENTIFIC NAME	Eco-CODE	TYPE
Toad Rush	<i>Juncus bufonius</i>	JUBU	N
Drummond's Rush	<i>Juncus drummondii</i>	JUDR	N
Common Rush	<i>Juncus effusus</i>	JUEF	N
Swordleaf Rush	<i>Juncus ensifolius</i>	JUEN	N
Mertens' Rush	<i>Juncus mertensianus</i>	JUME	N
Millet Woodrush	<i>Luzula parviflora</i>	LUPA	F
Small-fruited Bulrush	<i>Scirpus microcarpus</i>	SCMI	N
Congdon's Bulrush	<i>Scirpus congdonii</i>	SCCO	N

## Ferns and Fern Allies

Maidenhair Fern	<i>Adiantum pedatum</i>	ADPE	F
Ladyfern	<i>Athyrium filix-femina</i>	ATFI	F
Deerfern	<i>Blechnum spicant</i>	BLSP	F
Mountain Woodfern	<i>Dryopteris austriaca</i>	DRAU2	F
Field Horsetail	<i>Equisetum arvense</i>	EQAR	F
Scouring Rush	<i>Equisetum hyemale</i>	EQHY	F
Giant Horsetail	<i>Equisetum telmateia</i>	EQTE	F
Oak-fern	<i>Gymnocarpium dryopteris</i>	GYDR	F
Licorice Fern	<i>Polypodium glycyrrhiza</i>	POGL4	F
Western Swordfern	<i>Polystichum munitum</i>	POMU	F
Western Bracken Fern	<i>Pteridium aquilinum</i>	PTAQ	F

## Herbs

Vanillaleaf	<i>Achlys triphylla</i>	ACTR	F
Columbia Monkshood	<i>Aconitum columbianum</i>	ACCO	N
Baneberry	<i>Actaea rubra</i>	ACRU	F
Trail-plant	<i>Adenocaulon bicolor</i>	ADBI	F
Pearly-everlasting	<i>Anaphalis margaritacea</i>	ANMA	F
Threelobed Anemone	<i>Anemone deltaidea</i>	ANDE	F
Sharptooth Angelica	<i>Angelica arguta</i>	ANAR2	F
California Aralia	<i>Aralia californica</i>	ARCA3	F
Sylvan Goatsbeard	<i>Arunacus sylvester</i>	ARSY	F
Alpine Aster	<i>Aster alpigenus</i>	ASAL	N
Western Aster	<i>Aster occidentalis</i>	ASOC	N
Santalucia Boykinia	<i>Boykinia elata</i>	BOEL	F
Sierra Boykinia	<i>Boykinia major</i>	BOMA	F
Twinflower Marshmarigold	<i>Caltha biflora</i>	CABI	N
Elkslip Marshmarigold	<i>Caltha leptosepala</i>	CALE2	N
Brewer's Bittercress	<i>Cardamine breweri</i>	CABR2	N
Scarlet Paintbrush	<i>Castilleja minima</i>	CAMI2	N
Oxeye Daisy	<i>Chrysanthemum leucanthemum</i>	CHLE2	F
Western Water-hemlock	<i>Cicuta douglasii</i>	CIDO	F
Alpine Circaea	<i>Circaea alpina</i>	CIAL	F
Canada Thistle	<i>Cirsium arvenese</i>	CIAR	F
Bull Thistle	<i>Cirsium vulgare</i>	CIVU	F
Thistle	<i>Cirsium species</i>	CIRSI	F
Columbia River Larkspur	<i>Delphinium trollifolium</i>	DETR	F/N
Pacific Bleeding Heart	<i>Dicentra formosa</i>	DIFO	F



COMMON NAME	SCIENTIFIC NAME	Eco-CODE	Type
Hooker's Fairybells	<i>Disporum hookeri</i>	DIHO	F
Fairy Lantern	<i>Disporum smithii</i>	DISM	F
Tall Mountain Shooting-star	<i>Dodecatheon jeffreyi</i>	DOJE	N
Great Sundew	<i>Drosera anglica</i>	DRAN	N
Sundew	<i>Drosera rotundifolia</i>	DRRO	N
Alpine Willow-weed	<i>Epilobium alpinum</i>	EPAL	N
Fireweed	<i>Epilobium angustifolium</i>	EPAN	F
Smooth Willow-weed	<i>Epilobium glaberrimum</i>	EPGL	F/N
Watson's Willow-weed	<i>Epilobium watsonii</i>	EPWA	F
Wood Strawberry	<i>Fragaria vesca</i>	FRVE	F
Oregon Bedstraw	<i>Galium oreganum</i>	GAOR	F
Sweet-scented Bedstraw	<i>Galium triflorum</i>	GATR	F
White Bog-orchid	<i>Habenaria dilatata</i>	HADI2	N
Slender Bog-orchid	<i>Habenaria saccata</i>	HASA	N
Common Cow-parsnip	<i>Heracleum lanatum</i>	HELA	F/N
Small-flowered Alumroot	<i>Heuchera micrantha</i>	HEMI	F
White Hawkweed	<i>Hieracium albidiflorum</i>	HIAL	F
Slender-stemmed Waterleaf	<i>Hydrophyllum tenuipes</i>	HYTE	F
Trailing St. John's-wort	<i>Hypericum anagalloides</i>	HYAN	N
Common St. John's-wort	<i>Hypericum perforatum</i>	HYPE	F
Wall Lettuce	<i>Lactuca muralis</i>	LAMU	F
Northwest Listera	<i>Listera caurina</i>	LICA3	F
American Skunk Cabbage	<i>Lysichiton americanum</i>	LYAM	F/N
Common Bogbean	<i>Menyanthes trifoliata</i>	METR	N
Northern Microseris	<i>Microseris borealis</i>	MIBO	N
Tooth-leaved Monkey-flower	<i>Mimulus dentatus</i>	MIDE	F
Common Monkey-flower	<i>Mimulus guttatus</i>	MIGU	F
Lewis' Monkey-flower	<i>Mimulus lewisii</i>	MILE	F/N
Muskplant Monkey-flower	<i>Mimulus moschatilis</i>	MIMO	F/N
Primrose Monkey-flower	<i>Mimulus primuloides</i>	MIPR	N
Oval-leaved Mitrewort	<i>Mitella ovalis</i>	MIOV	F
Miner's Lettuce	<i>Montia parviflora</i>	MOPA	F
Indian Lettuce	<i>Montia sibirica</i>	MOSI	F
Indian Pond Lily	<i>Nuphar polysepalum</i>	NUPO	N
Sweetroot	<i>Osmorhiza speciosa</i>	OSMOR	F
Oregon Oxalis	<i>Oxalis oregana</i>	OXOR	F
Western Yellow Oxalis	<i>Oxalis suksdorfii</i>	OXSU	F
Great Oxalis	<i>Oxalis trifoliata</i>	OXTR	F
Little Elephant's Head	<i>Pedicularis attolens</i>	PEAT3	N
Bracted Lousewort	<i>Pedicularis bracteosa</i>	PEBR	N
Elephant's Head	<i>Pedicularis groenlandica</i>	PEGR	N
Yampa	<i>Perideridia gairdneri</i>	PEGA2	N
Ccitsfoot	<i>Perasites frigidus</i>	PEFR2	F
American Bistort	<i>Polygonum bistortoides</i>	POBI	N
Drummond's Cinquefoil	<i>Potentilla drummondii</i>	PODR	N
Marsh Cinquefoil	<i>Potentilla palustris</i>	POPA3	N
Common Self-heal	<i>Prunella vulgaris</i>	PRVU	F
Plaintain-leaf Buttercup	<i>Ranunculus alismaefolius</i>	RAAL	N
Gorman's Buttercup	<i>Ranunculus gormanii</i>	RAGO	N
Little Buttercup	<i>Ranunculus uncinatus</i>	RAUN2	F/N
Bitterdock	<i>Rumex obtusifolius</i>	RUOB	F
Bog Saxifrage	<i>Saxifraga oregana</i>	SAOR	N

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COMMON NAME	SCIENTIFIC NAME	Eco-CODE	TYPE
Cleft-leaf Groundsel	<i>Senecio cymbalariaoides</i>	SECY	N
Woodland Groundsel	<i>Senecio sylvaticus</i>	SESY	F
Arrowleaf Groundsel	<i>Senecio triangulatis</i>	SETR	F/N
Common Blue-eyed Grass	<i>Sisyrinchium angustifolium</i>	SIAN	N
Feather Solomon-plume	<i>Smilacina racemosa</i>	SMRA	F
Starry Solomon-plume	<i>Smilacina stellata</i>	SMST	F
Range Woolly-head Parsnip	<i>Sphenosciadium capitellatum</i>	SPCA	N
Continental Ladies' Tresses	<i>Spiranthes romanzoffiana</i>	SPRO	N
Cooley's Hedgenettle	<i>Stachys cooleyae</i>	STCO4	F
Crisped Starwort	<i>Stellaria crispa</i>	STCR	F
Longstalk Starwort	<i>Stellaria longipes</i>	STLO	F/N
Claspleaf Twistedstalk	<i>Streptopus amplexifolius</i>	STAM	F
Alaska Fringecup	<i>Tellima grandiflora</i>	TEGR	F
Western Meadowrue	<i>Thalictrum occidentale</i>	THOC	F/N
Coolwort	<i>Tiarella trifoliata</i>	TITR	F
Tofieldia	<i>Tofieldia glutinosa</i>	TOGL	N
Youth-on-age	<i>Tolmiea menziesii</i>	TOME	F
False Bugbane	<i>Trautvetteria carolinensis</i>	TRCA3	N
Northern Starflower	<i>Trientalis arctica</i>	TRAR2	N
Western Starflower	<i>Trientalis latifolia</i>	TRLA2	F
Longstalk Clover	<i>Trifolium longipes</i>	TFLO	N
Pacific Trillium	<i>Trillium ovatum</i>	TROV	F
Common Bladderwort	<i>Utricularia vulgaris</i>	JTVU	N
Scouler's Valerian	<i>Valeriana scouleri</i>	VASC2	F
Mountain Heliotrope	<i>Valeriana sitchensis</i>	VASI	N
Inside-out Flower	<i>Vancouveria hexandra</i>	VAHE	F
California False Hellebore	<i>Veratrum californicum</i>	VECA	N
American False Hellebore	<i>Veratrum viride</i>	VEVI	N
American Speedwell	<i>Veronica americana</i>	VEAM	F/N
Marsh Speedwell	<i>Veronica scutellata</i>	VESC	N
American Alpine Speedwell	<i>Veronica wormskjoldii</i>	VEWO	N
Hook Violet	<i>Viola adunca</i>	VIAD	N
Pioneer Violet	<i>Viola glabella</i>	VIGL	F
Macloskey's Violet	<i>Viola macloskeyi</i>	VIMA	N
Marsh Violet	<i>Viola palustris</i>	VIPA2	N
Redwood Violet	<i>Viola sempervirens</i>	VISE	F

## Low and Sub-Shrubs

Oregon Grape	<i>Berberis nervosa</i>	BENE	F
Salal	<i>Gaultheria shallon</i>	GASH	F
Alpine Laurel	<i>Kalmia microphylla</i>	KAMI	N
Western Swamp Laurel	<i>Kalmia occidentalis</i>	KAOC	N
American Twinflower	<i>Linnaea borealis</i>	LIBO2	F
Western Trumpet Honeysuckle	<i>Lonicera ciliosa</i>	LOCI	F
California Dewberry	<i>Rubus ursinus</i>	RUUR	F

COMMON NAME	SCIENTIFIC NAME	Eco-Code	TYPE
<b>Tall Shrubs</b>			
Vine Maple	<i>Acer circinatum</i>	ACCI	F
Rocky Mountain Maple	<i>Acer glabrum</i>	ACGL	F
Mountain Alder	<i>Alnus incana</i>	ALIN	N
Sitka Alder	<i>Alnus sinuata</i>	ALSI	F/N
Saskatoon Serviceberry	<i>Amelanchier alnifolia</i>	AMAL	F
Bog Birch	<i>Betula glandulosa</i>	B EGL	N
Red-osier Dogwood	<i>Cornus stolonifera</i>	COST	F
Hazelnut	<i>Corylus cornuta</i>	COCCO2	F
Indian Plum	<i>Oemleria cerasiformis</i>	OECE	F
American Devilscub	<i>Oplopanax horridum</i>	OPHO	F
Stink Currant	<i>Ribes bracteosum</i>	RIBR	F
Currant	<i>Ribes species</i>	RIBES	F
Sticky Currant	<i>Ribes viscosissimum</i>	RIVI	F
Baldhip Rose	<i>Rosa gymnocarpa</i>	ROGY	F
Western Thistleberry	<i>Rubus parviflorus</i>	RUPA	F/N
Salmonberry	<i>Rubus spectabilis</i>	RUSP	F
Undergreen Willow	<i>Salix commutata</i>	SACO	N
Geyer's Willow	<i>Salix geveana</i>	SAGE	N
Hooker's Willow	<i>Salix hookeriana</i>	SAHO	F
Pacific Willow	<i>Salix lasiandra</i>	SALA2	F
Blueberry Willow	<i>Salix mytilifolia</i>	SAMY	N
Scouler's Willow	<i>Salix scouleriana</i>	SASC	F
Sitka Willow	<i>Salix sitchensis</i>	SASI2	F
Blueberry Elder	<i>Sambucus cerulea</i>	SACE	F
European Red Elder	<i>Sambucus racemosa</i>	SARA	F
Sitka Mountain Ash	<i>Sorbus sitchensis</i>	SOSI	F
Subalpine Spirea	<i>Spiraea densiflora</i>	SPDE	N
Douglas Spirea	<i>Spiraea douglasii</i>	SPDO	N
Alaska Blueberry	<i>Vaccinium alaskaense</i>	VAAL	F
Western Bog Blueberry	<i>Vaccinium occidentale</i>	VAOC2	N
Red Whortleberry	<i>Vaccinium parvifolium</i>	VAPA	F
<b>Trees</b>			
Grand Fir	<i>Abies grandis</i>	ABGR	F
Subalpine Fir	<i>Abies lasiocarpa</i>	ABLA2	F
Bigleaf Maple	<i>Acer macrophyllum</i>	ACMA	F
Red Alder	<i>Alnus rubra</i>	ALRU	F
Pacific Dogwood	<i>Cornus nuttallii</i>	CONU	F
Mountain Ash	<i>Fraxinus latifolia</i>	FRLA2	F
Incense Cedar	<i>Libocedrus decurrens</i>	LIDE2	F
Englemann Spruce	<i>Picea engelmannii</i>	PIEN	F
Quaking Aspen	<i>Populus tremuloides</i>	POTR	F
Black Cottonwood	<i>Populus trichocarpa</i>	POTR2	F
Douglas Fir	<i>Pseudotsuga menziesii</i>	PSME	F
Cascade Buckthorn	<i>Rhamnus purshiana</i>	RHPU	F
Pacific Yew	<i>Taxus brevifolia</i>	TABR	F
Western Red Cedar	<i>Thuja plicata</i>	THPL	F
Western Hemlock	<i>Tsuga heterophylla</i>	TSHE	F



98103699

State of Oregon  
County of Lane — ss.  
I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at

'98 DEC 29 AM 11:55

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Recd  
Lane County OFFICIAL RECORDS  
Lane County Clerk

By

*David J. ...*  
County Clerk

AFTER RECORDING, RETURN TO:

Sandra J. Turner, Secretary  
Ambleside Meadows Homeowners Assoc.  
3518 Osprey Drive  
Springfield, OR 97477

SEND TAX STATEMENTS TO:

Stanley O. Lenhart, Treasurer  
Ambleside Meadows Homeowners Assoc.  
3391 Falcon Drive  
Springfield, OR 97477

ADDENDUM  
TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS  
BY  
AMBLESIDE MEADOWS HOMEOWNERS ASSOCIATION  
FOR  
AMBLESIDE MEADOWS SUBDIVISION  
SPRINGFIELD, LANE COUNTY, OREGON

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, Springfield, Lane County, Oregon, was subsequently amended by the Declarant on the 8<sup>th</sup> day of November, 2006, and recorded on November 13, 2006, as Instrument No. 2006-081249.

COVER SHEET

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2007-076624



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\$30.00 \$10.00 \$11.00

ARTICLE XI, ADDENDUM TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR AMBLESIDE MEADOWS SUBDIVISION-PAGE 1 OF 5

FILE COPY

## ARTICLE XI

### POLICIES AND PRODECURES FOR COVENANT AND RULE ENFORCEMENT

**Section 1. Reporting Violations.** Complaints regarding alleged violations may be reported by an Owner within the community, a group of Owners, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.

**Section 2. Complaints.** (a) Complaints by Owners shall be in writing and submitted to the Board of Directors. The complaining Owners shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or pursued at the discretion of the Association. (b) Complaints by a member of the Board of Directors, a committee member, or the manager, if any, shall be made in writing.

**Section 3. Investigation.** Upon receipt of a complaint by the Board of Directors, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

**Section 4. Initial Warning Letter.** If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 10 days from the date of the letter to come into compliance.

**Section 5. Continued Violation After Initial Warning Letter.** If the alleged Violator does not come into compliance within 10 days of the first warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second and subsequent letters shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to the Policy. The letter(s) shall further state the alleged Violator will have 10 days from the date of the letter to come into compliance and is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 10 days of the date of the violation letter.

**Section 6. Notice of Hearing.** If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearings as may be determined in the sole discretion of the Board, may serve written notice of the hearing to all parties involved at least 10 days prior to the hearing date.

**Section 7. Hearing.** At the beginning of each hearing, the presiding officer shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Board shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all the Owners.



After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, not to exceed 10 days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the Board members present at the hearing. Failure to strictly follow the hearing procedures as set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

**Section 8. Failure to Timely Request Hearing.** If the alleged Violator fails to request a hearing within 10 days of any letter, or fails to appear at any hearing, the Board may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

**Section 9. Notification of Decision.** The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within 10 days of the hearing, or if no hearing is requested, within 10 days of the final decision.

**Section 10. Fine Schedule.** The following fine schedule has been adopted for all recurring covenant violations.

First Violation	Warning Letter
Second Violation (of some covenant or rule)	\$ 50.00
Third Violation (of same covenant or rule)	\$ 75.00
Fourth and Subsequent Violations (of same covenant or rule)	\$100.00

Fourth and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing three or more violations in a six month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association's attorney for appropriate legal action. Reimbursement may be sought for all associated legal costs for which legal action is necessary for enforcement of the Declarations, Bylaws and any other applicable law. Any fines imposed by the Association, which is not paid within 30 days of being due, shall be added to the amount of the assessment and shall be enforceable as an assessment in accordance with the Declarations, Bylaws and any other applicable law.

**Section 11. Waiver of Fines.** The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Declarations, Bylaws and any other applicable law.

**Section 12. Other Enforcement Means.** The above fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declarations, Bylaws, Articles of Incorporation, governing documents, rules, regulations and any other applicable law. Fines assessed are in addition to any other penalty or remedy afforded the Association under the Declarations, Bylaws, Articles of Incorporation, governing documents, rules, regulations, and

any other applicable law. The use of this process does not preclude the Association from using any other enforcement means.

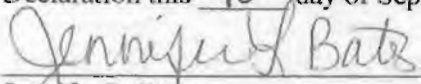
**Section 13. Definitions.** Unless otherwise defined in this Addendum, terms defined in the Declarations shall have the same meaning herein.

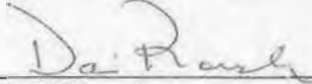
**Section 14. Supplement to Law.** The provisions of this Addendum shall be in addition to and in supplement of the terms and provisions of the Declarations, Bylaws and any other applicable law.

**Section 15. Deviations.** The Board may deviate from the procedures set forth in this Addendum if in its sole discretion such deviation is reasonable under the circumstances.

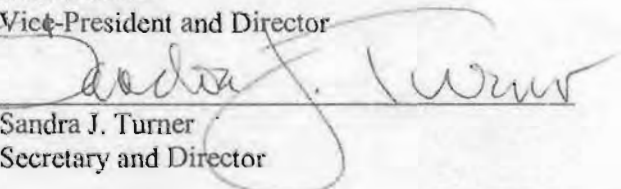
Except as amended herein, the recorded Declaration of Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, Springfield, Lane County, Oregon, as amended, are hereby ratified, confirmed and republished.

IN WITNESS WHEREOF, the officers and directors of the Association have executed this Declaration this 10 day of September, 2007.

  
\_\_\_\_\_  
Jennifer L. Bates  
President and Director

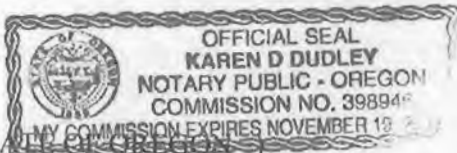
  
\_\_\_\_\_  
David Roush  
Vice-President and Director

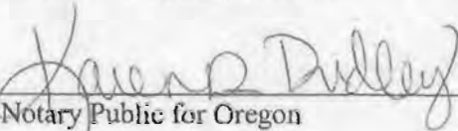
  
\_\_\_\_\_  
Stanley O. Lenhart, Jr.  
Treasurer and Director

  
\_\_\_\_\_  
Sandra J. Turner  
Secretary and Director

STATE OF OREGON )  
                                  )ss.  
COUNTY OF LANE )

This instrument was acknowledged before me this 10 day of September, 2007 by Jennifer L. Bates, officer and director of AMBLESIDE MEADOWS SUBDIVISION.



  
\_\_\_\_\_  
Notary Public for Oregon

                                  )ss.  
County of Lane )

This instrument was acknowledged before me this 11 day of September, 2007 by David Roush, officer and director of AMBLESIDE MEADOWS SUBDIVISION.



  
\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON )  
 )ss.  
County of Lane )

This instrument was acknowledged before me this 13 day of September, 2007 by Stanley O. Lenhart, Jr., officer and director of AMBLESIDE MEADOWS SUBDIVISION.



*Karen D. Dudley*  
Notary Public for Oregon

STATE OF OREGON )  
 )ss.  
County of Lane )

This instrument was acknowledged before me this 6 day of September, 2007 by Sandra J. Turner, officer and director of AMBLESIDE MEADOWS SUBDIVISION.



*Karen D. Dudley*  
Notary Public for Oregon



\$36.00

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11/13/2006 11:18:41 AM

RPR-AMEN Cnt=1 Stn=5 CASHIER 06  
\$15.00 \$10.00 \$11.00

**AFTER RECORDING, RETURN TO:**

**SEND TAX STATEMENTS TO:**

Sandra J. Turner  
3518 Osprey Drive  
Springfield, OR 97477

Stanley O. Lenhart, Jr.  
3391 Falcon Drive  
Springfield, OR 97477

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

THIS Third AMENDMENT to the DECLARATION of the Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, is made effective November 8, 2006, by the undersigned Board of Directors of the AMBLESIDE MEADOWS HOMEOWNERS ASSOCIATION, hereinafter referred to as Association.

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, Springfield, Lane County, Oregon, was recorded on December 29, 1998 on Reel 2499R, Instrument No. 98103699; and

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, Springfield, Lane County, Oregon, was subsequently amended by the Declarant on the 1<sup>st</sup> day of February, 2000, and recorded on February 14, 2000, as Instrument No. 2000088369; and

WHEREAS, Article IX, Section 3 of the Covenants, Conditions and Restrictions for the Ambleside Meadows Subdivision (hereinafter CC&Rs) provides that they may be amended by a vote of at least 75% of the Class A Members and 85% of Class B Members of the Association at a meeting called for that purpose; and

WHEREAS, a meeting as specified in Article IX, Section 3 was held for the purpose of amending the CC&Rs;

NOW, THEREFORE, the Officers of the Association hereby declare that the Property subject to the recorded Protective Covenants, Conditions and Restrictions, as amended, is identified as follows:

**AMBLESIDE SUBDIVISION, aka AMBLESIDE MEADOWS SUBDIVISION,  
as platted and recorded on File 75, Slides 750-755 inclusive, Lane County,  
Oregon Plat Records in Lane County, Oregon, and**



AMBLESIDE MEADOWS SUBDIVISION FIRST ADDITION, as platted and recorded on File 75, Slides 939-943, inclusive, Lane County Oregon Plat Records in Lane County, Oregon.

The following change is made to ARTICLE VI, Section 5:

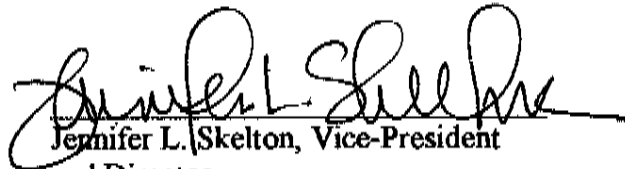
**ARTICLE VI. COVENANT FOR MAINTENANCE ASSESSMENT**

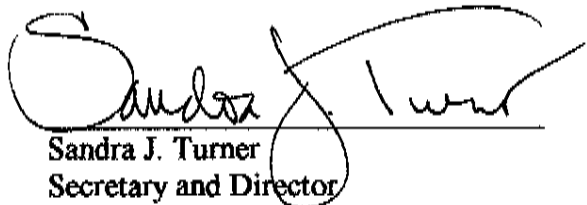
Section 5. Quorum For Any Action Authorized. Members present or by proxy of each class of membership shall constitute a quorum.

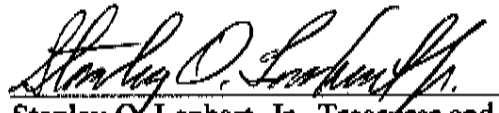
Except as amended herein, the recorded Declaration of Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, Springfield, Lane County, Oregon, as amended, are hereby ratified, confirmed and republished.

IN WITNESS WHEREOF, the officers and directors of the Association have executed this Declaration this 8<sup>th</sup> day of November, 2006.

  
Michael G. Larion  
President and Director

  
Jennifer L. Skelton, Vice-President  
and Director

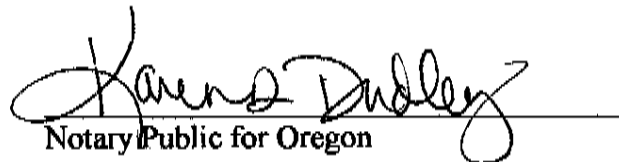
  
Sandra J. Turner  
Secretary and Director

  
Stanley O. Lenhart, Jr., Treasurer and  
Director

STATE OF OREGON            )  
  )ss.  
COUNTY OF LANE         )

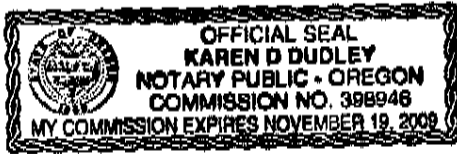
This instrument was acknowledged before me this 8<sup>th</sup> day of November, 2006 by Michael G. Larion, officer and director of AMBLESIDE MEADOWS SUBDIVISION.



  
Notary Public for Oregon

STATE OF OREGON )  
 )ss.  
County of Lane )

This instrument was acknowledged before me this 8<sup>th</sup> day of November, 2006 by Jennifer L. Skelton, officer and director of AMBLESIDE MEADOWS SUBDIVISION.



*Karen D. Dudley*  
Notary Public for Oregon

STATE OF OREGON )  
 )ss.  
County of Lane )

This instrument was acknowledged before me this 8 day of November, 2006 by Sandra J. Turner, officer and director of AMBLESIDE MEADOWS SUBDIVISION.

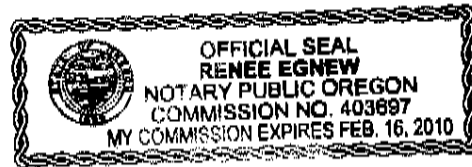


*Karen D. Dudley*  
Notary Public for Oregon

STATE OF OREGON )  
 )ss.  
County of Lane )

This instrument was acknowledged before me this 11 day of November, 2006 by Stanley O. Lenhart, Jr., officer and director of AMBLESIDE MEADOWS SUBDIVISION.

*Renee Egnew*  
Notary Public for Oregon



Division of Clerk Deputy Clerk  
Lane County Dea and Records

2006-081248



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\$25.00 \$10.00 \$11.00

AFTER RECORDING, RETURN TO:

SEND TAX STATEMENTS TO:

Sandra J. Turner  
3518 Osprey Drive  
SPRINGFIELD, OR 97477

Stanley O. Lenhart Jr.  
3391 Falcon Drive  
Springfield, OR 97477

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

THIS SECOND AMENDMENT to the DECLARATION of the Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, is made effective January 17, 2005, by the undersigned Board of Directors of the AMBLESIDE MEADOWS HOMEOWNERS ASSOCIATION, hereinafter referred to as Association.

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, Springfield, Lane County, Oregon, was recorded on December 29, 1998 on Reel 2499R, Instrument No. 98103699; and

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, Springfield, Lane County, Oregon, was subsequently amended by the Declarant on the 1<sup>st</sup> day of February, 2000, and recorded on February 14, 2000, as Instrument No. 2000088369; and

WHEREAS, Article IX, Section 3 of the Covenants, Conditions and Restrictions for the Ambleside Meadows Subdivision (hereinafter CC&Rs) provides that they may be amended by a vote of at least 75% of the Class A Members and 85% of Class B Members of the Association at a meeting called for that purpose; and

WHEREAS, a meeting as specified in Article IX, Section 3 was held for the purpose of amending the CC&Rs;

NOW, THEREFORE, the Officers of the Association hereby declare that the Property subject to the recorded Protective Covenants, Conditions and Restrictions, as amended, is identified as follows:

AMBLESIDE SUBDIVISION, aka AMBLESIDE MEADOWS SUBDIVISION,  
as platted and recorded on File 75, Slides 750-755 inclusive, Lane County,  
Oregon Plat Records in Lane County, Oregon, and

AMBLESIDE MEADOWS SUBDIVISION FIRST ADDITION, as platted and recorded on File 75, Slides 939-943, inclusive, Lane County Oregon Plat Records in Lane County, Oregon.

The following change is made to ARTICLE VI, Section 3:

**ARTICLE VI. COVENANT FOR MAINTENANCE ASSESSMENT.**

**Section 3. Basis and Maximum Annual Assessments.** The regular assessment shall be \$50.00 per year for each Lot owned by Class A person(s). This assessment shall continue at the \$50.00 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.

All other provisions of Article VI, Section 3 remain unchanged.

The following changes or additions are made to ARTICLE VII, Section 1:

**ARTICLE VII. SPECIFIC PROPERTY USE RESTRICTIONS.**

**Section 1. Signs.** Temporary signs, such as political signs, holiday signs or flags, shall be allowed for a period of not more than 30 cumulative days prior to the event. Each temporary sign shall not exceed 5 square feet, and the total signage shall not exceed 30 square feet. In addition, 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 are permitted. 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.

The following changes or additions are made to ARTICLE VII, Section 8:

**ARTICLE VII. SPECIFIC PROPERTY USE RESTRICTIONS.**

**Section 8. Landscaping.** Street trees shall be planted prior to final inspection. The balance of each yard shall be landscaped not more than 45 days after occupancy, unless an extension has been granted by the Architectural Review Committee. Yards shall be maintained in a neat and clean condition and grass shall be watered and cut regularly. Landscaping shall be subject to approval by the Architectural Review Committee as set forth above. Each Owner shall, prior to commencement of landscape work, submit to the Architectural Review Committee a detailed landscape plan including location of all fencing. All street trees shall be the Armstrong Maple and there shall be a minimum of one street tree per lot in a location determined by the Architectural Review Committee. All other new trees must have a minimum trunk diameter of one and one-half inches at planting.



The following changes or additions are made to ARTICLE VII, Section 9:

**ARTICLE VII. SPECIFIC PROPERTY USE RESTRICTIONS.**

**Section 9. Utilities.**

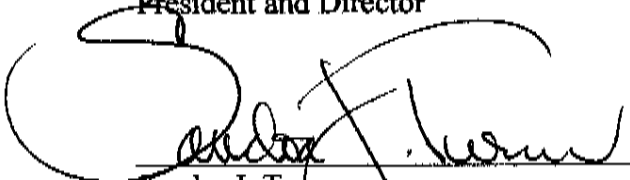
All utilities such as water, sewer, gas, telephone, power and television cable lines are to be under ground. Visible antennas of any kind shall not be permitted, with the exception of satellite dishes 24" in diameter or less (for example, Directtv or Dish Network mini dishes).


Except as amended herein, the recorded Declaration of Protective Covenants, Conditions and Restrictions for Ambleside Meadows Subdivision, Springfield, Lane County, Oregon, as amended, are hereby ratified, confirmed and republished.

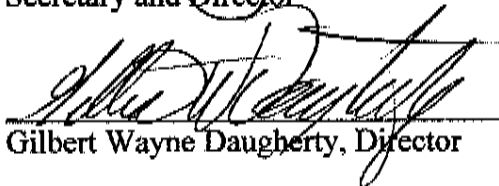
IN WITNESS WHEREOF, the officers and directors of the Association have executed this Declaration this 18<sup>th</sup> day of October, 2006.

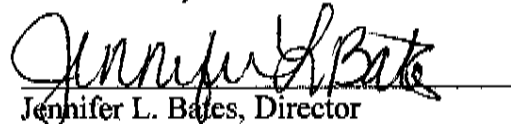
  
Michael G. Larion  
President and Director

  
Jennifer L. Skelton, Vice-President  
and Director

  
Sandra J. Turner  
Secretary and Director

  
Stanley O. Lenhart, Jr. Treasurer and  
Director

  
Gilbert Wayne Daugherty, Director

  
Jennifer L. Bates, Director

  
Ronald E. Otterstedt, Director

*ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES*

STATE OF OREGON            )  
  )ss.  
County of Lane             )



