

COVER SHEET FOR RECORDING ATTACHED DOCUMENT

**NAMES OF
TRANSACTIONS**

**AMENDED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TIMBERHILL FOURTH ADDITION PHASES II AND III
ALSO KNOWN AS "THE UPLANDS AT TIMBERHILL"
CORVALLIS
BENTON COUNTY, OREGON**

**NAMES OF
PARTIES**

**TIMBERHILL FOURTH ADDITION PHASE TWO AND THREE
HOMEOWNERS ASSOCIATION
ALSO KNOWN AS
"THE UPLANDS AT TIMBERHILL HOMEOWNERS
ASSOCIATION"
CORVALLIS**

**DOCUMENT TO
BE RETURNED
TO**

**THE UPLANDS AT TIMBERHILL HOMEOWNERS ASSOC.
P.O. BOX 371
CORVALLIS, OR 97339**

**TRUE AND
ACTUAL
CONSIDERATION**

NONE

**AMENDED
Declaration
of
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
For
Timberhill Fourth Addition (Phase II and III)
(Also Known As "The Uplands At Timberhill")
Corvallis
Benton County, Oregon**

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Article I. Legal Authority of Declaration

This DECLARATION is made on the date hereinafter set forth by the undersigned, hereinafter referred to as "The Owners."

WHEREAS, The Owners are the person or persons who has legal title to a Lot or Lots described in Exhibit "A" attached hereto (the "Property" map) in the City of Corvallis, County of Benton, State of Oregon, hereinafter referred to as "Property," more particularly described in the plat of TIMBERHILL FOURTH ADDITION PHASE II and III, filed in the Plat Records, Benton County, Oregon; and

WHEREAS, The Owners desire to subject the Property to certain protective covenants, conditions, and restrictions, easements, 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;

NOW, THEREFORE, The Owners hereby declare 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.

THE BYLAWS of Timberhill Fourth Addition Phase II, also known as "The Uplands of Timberhill" as recorded in the Benton County books of record on May 4, 1993 as # 163432 shall apply in all respects to Phase II and Phase III.

Recorded With Benton County Recorder

<u>Recording</u>	<u>Date</u>
Benton County records No. 163431 (Original Recording)	May 4, 1993
Benton County records No. 183686 (Supplement - activate option; Phase III added to Phase II)	May 9, 1994

Article II. Purpose and Mission Statement

Purpose of Declaration: The purpose of these Protective Covenants, Conditions, and Restrictions (CC&Rs) is to enhance and protect the value, desirability, and attractiveness of all property within Timberhill Fourth Addition, Phases II and III.

Mission Statement of Homeowners Association: The Timberhill Fourth Addition, Phase II and III Homeowners Association (H.O.A.), also known as "The Uplands At Timberhill," is established for the following purposes:

Primary Purpose - To manage and maintain the 29th Street and Arrowood Circle streetscapes and the bike and pedestrian paths in Timberhill Fourth Addition, Phases II and III. This includes maintenance for appearance and upkeep and any modifications needed to support the original intent of these areas which is to provide a landscaped buffer and undisturbed open space between the homes within Phases II and III and surrounding development and for the enjoyment of all.

Secondary Purpose - To facilitate a neighborhood of homeowners that works together to achieve the purpose of the CC&Rs through open communication and cooperative problem solving.

No other purpose is intended or implied. Upon purchase of any lot in Phase II or Phase III each homeowner is legally bound to work, within the guidelines and restrictions set forth in this document, to create the optimum neighborhood appearance and protect the values of all Lot Owners' investments. The H.O.A. will use the primary and secondary purposes to help the neighborhood achieve this goal.

Article III. Membership and Voting Rights

Section 1. Members Every Lot Owner of record shall be a member of the Association. This does not include owners of any streets, tracts, rights-of-way, or easements. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such an Owner and shall automatically terminate and lapse when such ownership in a Lot is terminated or transferred.

Section 2. Voting Rights The Association shall have one (1) class of voting membership. Each Lot shall be entitled to one (1) total vote to be made with respect to all matters upon which Owners are certified to vote. When more than one person or entity holds interest in any Lot, the Owners may cast fractional votes proportionate to their ownership interest, but in no event shall more than one (1) vote be cast on behalf of any one (1) Lot.

Article IV. Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments 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 agrees 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 Lot until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment The assessments levied by the Association shall be used for the landscape and maintenance of the 29th Street and Arrowood Circle streetscapes, the bike and pedestrian paths, the transaction of business necessary for carrying out the Association's purposes, and other obligations of the H.O.A. stated in Article V of this Declaration.

Section 3. Basis and Maximum Annual Assessments Starting in 1993, the regular annual assessment was One Hundred Dollars (\$100.00) per year for each Lot. In 1996, the regular assessment was changed, by 75% vote of the membership, to One Hundred and Fifty Dollars (\$150.00) per year for each Lot. The Annual Assessment will be levied on all Lots on March 1 of each year.

A) From and after March 1, 1993, the maximum annual assessment may be increased by the Association's Board of Directors, effective on the first day of March following such decision without a vote of the members. The increase shall be a maximum of the cumulative change of the Consumer Price Index (published by the US Department of Labor) from January 1, 1993, to date fixed by the Board. Increases will be rounded to the nearest Five Dollar (\$5.00) increment.

B) From and after March 1, 1993, 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 two-thirds (2/3) of all members of the H.O.A. 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. If the required number of votes are not cast in person or by proxy due to low attendance at the meeting, the Board of Directors may continue to gather the proxies required for a two-thirds affirmative vote of the H.O.A. membership.

C) The Board of Directors of the H.O.A. may fix the regular flat Annual Assessment upon a monthly, quarterly, or annual basis - not to exceed the established Annual Assessment.

Section 4. Special Assessments In addition to the Annual assessments authorized above, the Association may, in any assessment year, levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvement, or other unanticipated expenses. Such a special assessment shall require the consent of a two-thirds majority of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of 60% of association membership, in person or by proxies, entitled to vote shall constitute a quorum. If the required quorum is not forthcoming, the quorum required at each subsequent meeting for the same purpose shall be one-half (50%) the required quorum at the preceding meeting. Subsequent meetings are subject to notice requirements and must be called within sixty (60) days of the prior meeting.

Section 5. Uniform Rate of Assessment Regular periodic flat charges and any special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly, or monthly basis at the discretion of the Directors.

Section 6. Date of Commencement of Annual Assessments: Due Dates All Lots (and therefore the Owners thereof) shall be subject to assessments provided for herein. 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. Due dates are established by the Board of Directors.

Section 7. Exempt Property Only right-of-ways are exempt from the assessments created herein.

Article V. Open Areas, Streetscapes, and Easements Guidelines and Restrictions/Requirements

Section 1. Tract A Open Area Tract A, as designated on the final plat map, has been dedicated to the City for the purposes of unimproved natural areas, drainage ways, walk ways, bike paths and City access to utilities. The use of this area is subject to the rules and regulations of the City. The structural integrity of the bike path, walk ways, and underground City services will be the responsibility of the City.

A) Restrictions/Requirements Adjacent property Owners may landscape and maintain the vegetation adjacent to their property subject to the following restrictions:

1. **Access** – No Owner may prohibit in any way, including fences, barricades, and shrubbery, the public access to any portion of Tract A.
2. **Pedestrian Walkway** - The five-foot (5') wide concrete walkway in Tract A shall be kept free of intrusive vegetation, such as weeds and blackberries, within two feet on either side of the walkway by the H.O.A.
3. **Right-of-Ways** - The twenty-foot (20') right-of-ways between Phase II: Lots 24 - 25, and Phase III: Lots 23 - 24, and Lots 8 - 9; and the fifteen-foot (15') right-of way between Phase III: Lots 14 - 15 shall be landscaped and maintained up to the walkway on each side by the adjacent property Owners to accommodate occasional City maintenance vehicles and subject to the public access requirements of Tract A.

Section 2. Bike Paths The fifty-foot (50') corridor between Timberhill 2nd Addition and Timberhill 4th Addition Phase II serves as a buffer and bicycle corridor. The H.O.A. shall maintain this area but should the H.O.A. fail to perform, the adjacent property owners will be responsible for maintaining the area adjacent to their property.

A) Restrictions/Requirements

1. **Fences** - Owners of Lots 1 through 8 of Timberhill 4th Addition Phase II may not construct a fence higher than forty-two inches (42") above normal ground level anywhere within fifteen-feet (15') of their real property line.

Section 3. 29th Street and Arrowood Circle Streetscapes Any landscaping by adjacent Property Owners on the 29th Street and Arrowood Circle streetscapes must be approved in writing by the H.O.A. Any fence or similar structure is specifically prohibited within the streetscapes.

A) 29th Street A forty-two-foot (42') wide landscape buffer along 29th Street utilizes the rear or eastern twenty-feet (20') of all Lots adjacent to 29th Street via a landscape easement and twenty-two-feet (22') of the City's street right-of-way. The 29th Street streetscape is to be controlled and maintained by the H.O.A. In the event the H.O.A. should fail to perform its responsibilities, then the maintenance of the streetscape shall be the responsibility of the adjacent property owners.

B) Arrowood Circle A thirty-one foot (31') wide landscape buffer along Arrowood Circle utilizes the side or rear fifteen-feet (15') of Lots 28, 29, 39, 40 and 41 via a landscape easement and sixteen-feet (16') of the city's street right-of-way. This streetscape is to be controlled and maintained by each adjacent property owner, unless the H.O.A. decides to maintain this streetscape, in whole or in part.

1. **Exception** Approval for a driveway on Phase III, Lot 41 crossing over the Arrowood Circle Streetscape was given by Timberhill Development Corporation and the City of Corvallis. All upkeep, maintenance, and repair of this driveway is solely the responsibility of the Lot owner. The driveway will be kept in a manner consistent with the Landscaping Guidelines and Restrictions found in Article VI, Section 3 of this Declaration.
2. **No further exceptions** are allowed for use of any portion of the 29th Street and/or Arrowood Circle Streetscapes as a driveway.

Section 4. All Lots and Open Areas Each and every lot in the association shall be subject to the following restrictions, conditions, easements, and covenants;

A) Utility Easements A mutual and reciprocal easement over, across, and under all open areas and over, across, and under all land situated within five feet (5') of the side and rear lines of each lot or building site now or hereafter recorded or platted or conveyed by recorded instrument in the property (except that the side and rear line easement shall be ten-feet (10') along the perimeter of this subdivision) for the purpose of building, constructing, and maintaining thereon underground or concealed electric, telephone, gas, water, and sewer drainage lines, radio or television cables, and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners of the property.

B) Sidewalk Easements A further mutual and reciprocal easement for sidewalk purposes is granted and reserved over and across the front seven feet (7') of each and every lot in Phase II, and the front ten feet (10') of each and every Lot in the property, for the purpose of constructing and maintaining and repairing public sidewalks. A corner Lot shall be considered to have two (2) front sides for purposes of this sidewalk easement. The "front" for a Lot shall be deemed to be only that portion of a Lot abutting a public street or highway.

Article VI. Specific Construction, Landscaping and Property Use Guidelines, and Restrictions/Requirements

Section 1. Purpose It is the intent and purpose of this declaration to ensure the harmony of external design of proposed developments and improvements with the existing neighborhood in the Uplands at Timberhill. It is desirable to maintain uniform standards of design and quality of workmanship and landscaping to protect the interests of each Owner in maintaining and increasing the value and enjoyment of each Lot. It is not, however, feasible to set forth a comprehensive list of requirements for constructing and maintaining homes and landscaping in this development. Therefore, the following guidelines, restrictions, and requirements serve to set a minimum standard for Timberhill Fourth Addition, both Phase II and Phase III. It is up to the Owners in the Association to work as a community to help each Owner achieve a livable and enjoyable community that each Owner can be proud to be a part of and that will maintain the value of the homes in the Association. Unless otherwise noted, exceptions to the restrictions/requirements can only be obtained by a two-thirds (2/3) vote of the members of the H.O.A.

Section 2. Architecture and Construction

A) Guidelines

1. **Uniformity** Uniformity of construction, styles, and construction materials is desired to maintain the quality of the development and the value of the immediate neighborhood.
2. **Experienced Builders** The nature of the Property in Timberhill Fourth Addition lends itself to quality design and constructed homes, constructed by builders who have demonstrated their ability and willingness to design and construct quality homes.
3. **Preserve Views** It is desirable to preserve as much of each Lot Owner's view as is reasonably possible under the circumstances of the Lot layout and terrain.
4. **Orientation** The orientation of new homes should be consistent with existing homes in the immediate neighborhood, minimize disturbance of existing terrain and vegetation, and preserve the enjoyment and use of neighboring homes.
5. **Solar Access** This subdivision complies with the solar access regulations of the City of Corvallis and solar protection permits can be requested from the City.
6. **Construction Sites** All construction and building areas should be kept clean and orderly during the construction period.

B) Restrictions/Requirements

1. Buildings on each Lot shall have as their primary purpose to be a residence for a single family.
2. No unattached accessory dwelling(s) shall be constructed or placed on any Lot.
3. No manufactured home, mobile home, or any home or building which is constructed off-site of the Lot shall be permitted.
4. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within one (1) year from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the H.O.A. Board of Directors.
5. All construction related materials or debris will be kept off sidewalks and streetscapes, streets, and adjacent properties.
6. All utilities such as water, sewer, telephone, power, natural gas, cable television, and other communication lines shall be placed underground.
7. 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.
8. Each Owner must install sidewalks consistent with planned development approval.
9. Roofing materials are limited to the following:
 - a. Cedar shales or shingles
 - b. Tile or slate or comparable material
 - c. Heavy weight composition shingles (25-year warranty minimum).
10. All roofs will have a minimum pitch of 5/12.
11. All roofs on 2-story homes in Phase III must be hip roofs to minimize the blockage of view for those nearby. This restriction does not apply to Phase II homes.
12. Each single family dwelling shall have built, as a minimum, a double-car garage.
13. Only high quality, architectural grade roofing and exterior finish products and colors including paints, stains, wood, brick, stone may be used.
14. Mill finish aluminum frame windows shall not be used.
15. The structure shall have finish materials on all sides and surfaces.
16. House height maximum is twenty-five feet (25') when measured from the highest point of ground five feet (5')

- out from foundation (highest side) up to mid point of roof (halfway between peak and gutter).
17. In the event that any construction activity has made any change or alteration in any open area, the Lot Owner will restore the open area to its natural state immediately following completion of construction. Any construction related or other damage or alteration to streetscapes, paths, sidewalks, or any property in Phases II and III will be the responsibility of the Lot Owner to repair and restore immediately.

Section 3. Landscaping and Fences

A) Guidelines

1. Neighborly Courtesy Each Owner is encouraged to consult with their immediate neighbors before installing landscape elements such as retaining walls, yard lights, chimes, hot tub/jacuzzies with motors, playground equipment, trees or shrubs which block views or shade neighboring yards, or any other exterior element of their lot which might have a visual or sound impact on the enjoyment and views of others.
2. Professional Design Well landscaped lots add significantly to the value of each and every Owner's interest in the development. A plan designed by a professional landscaper is a good starting step to achieve this goal.
3. Privacy In an attempt to encourage a natural and open environment within the Uplands at Timberhill, and still provide for privacy and a secure area for children and pets, without creating an unpleasant looking, barricaded community, the following ideas should be considered:
 - > Trees, shrubs and other vegetation used in place of built fences
 - > Fences of quality woods with natural earth tones
 - > Fences set back from the property line used for screening smaller areas such as around a patio
 - > Vegetation planted along fences
4. Unusual fences, outbuildings, landscaping structures, play or recreational equipment and other additions may detract from the enjoyment and the value of each Owners' Lot.
5. Maintenance Each Owner should maintain the grass, shrubs, trees, and all other landscaping elements on their Lot in good condition.

B) Restrictions/Requirements

1. Minimum landscaping elements to be completed within one (1) year of occupancy are as follows:
 - a. establish basic ground covering and control weeds
 - b. drainage and erosion control
 - c. basic (foundation) trees, shrubs, and plantings
2. Each Owner shall maintain the grass, shrubs, trees, and other landscaping on their Lot in good condition.
3. No fence shall extend past the rear half of the property into the front yard and the height shall be limited to six feet (6') maximum except as noted near Tract A and on streetscapes as stated in Article V of this Declaration. If fence is placed on top of a retaining wall, the combined height of the retaining wall together with the fence shall not be higher than six feet (6').
4. Each Lot Owner shall insure that no tree, shrub, or landscaping interferes with the view of other Lot Owners.

Section 4. Specific Property Use

A) Guidelines

1. Offensive Conditions No noxious, offensive, or unsightly conditions should be allowed upon any property, nor should anything be done which may be or become an annoyance or nuisance to the neighborhood.
2. View and Enjoyment Owners should take reasonable measures to insure that nothing on their Lot interferes with the natural view or enjoyment of other Lot Owners.
3. Parking All Owners are encouraged to park all their vehicles in their garage or driveway rather than on the street to maintain an open feeling for walking and driving through the neighborhood.

B) Restrictions/Requirements

1. Single Family Lots shall only be used for single family residential purposes.
2. Other Occupancies and Buildings No trailer, camper-truck, tent, recreational vehicle, garage, barn, shack, or outbuilding shall, at any time, be used as a residence, temporarily or permanently, on any part of the property.
3. Residential Only normal residential activities shall be *observable* outside any dwelling unit, when viewed from any angle. No trade, craft, business, profession, commercial or similar activity of any kind shall be *visible outside* any dwelling unit, nor shall goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be *kept visibly* on any Lot.
4. Maintenance and Repair
 - a. Each Owner shall be responsible for maintaining and keeping, in safe and good order, the condition and repair of the exterior of their dwelling unit, of the Lot, and of the landscaping on the Lot.
 - b. In the event that any house, fence, utility, sidewalk, or exterior aspect of a Lot is damaged through casualty loss, each owner shall repair and restore such property as soon as it is reasonably practical under the circumstances but not in any event to exceed one (1) year from the date of loss.

5. **Signs:** No sign of any kind shall be displayed in public view on any building or building site except one professional sign of not more than five (5) square feet of surface advertising the property for sale or rent. If a property is sold or rented, any sign related thereto shall be removed immediately, except that a "sold" sign may be posted for not more than thirty (30) days.
6. **Animals**
 - a. 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.
 - b. Any inconvenience, damage, or unpleasantness caused by pets shall be the responsibility of the respective Lot Owners thereof.
 - c. No dog shall be permitted to roam unattended and all dogs shall be kept on a leash while outside the Lot of their respective Owners.
7. **Service facilities** (garbage, fuel tanks, clotheslines, exterior antennas, etc.) will be screened so they are not clearly apparent from the street or a neighboring property.
8. **Waste**
 - a. No garbage, trash, or other waste shall be kept or maintained on any part of said property except in appropriate sanitary containers for proper disposal and out of public view.
 - b. Personal recycling and compost systems must be designed to minimize odor and will be kept out of public view.
 - c. Garbage, trash, and other refuge containers must not be stored in the front of the house except during regular pick-up days by city or private services and must be removed within 24 hours of scheduled pickup.
 - d. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 - e. No part of any property shall be used or maintained as a dumping ground for rubbish, trash, garbage, left-over construction materials, or any other waste.
 - f. No trash, rubbish, garbage, yard rackings, or any materials resulting from landscaping work shall be discarded or placed on any other Lot, street, sidewalk, path, or streetscape, open area or other common maintenance area except for scheduled city or private pick-up within 24 hours.
9. **Parking**
 - a. Commercial vehicles, boats, trailers, motorcycles, trucks, junk cars, or other equipment of a type not normally used for family transportation shall not be stored on any part of the said property nor on public ways adjacent thereto except within the confines of an enclosed area, and no portion of the same may be visible outside of the enclosed area. The term "of a type not normally used for family transportation" includes campers, other vehicles, and equipment primarily used for camping, recreation, or overnight accommodations.
 - b. No Owner shall permit any vehicle in an extreme state of disrepair or which is not highway operable and currently licensed to be abandoned or to remain parked upon any Lot, path, open area or street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in an "extreme state of disrepair" if by reasonable neighborhood standards, nearby Lot Owners are offended and have filed a complaint with the H.O.A.
10. **Insurance** Each owner shall maintain a suitable policy of casualty and liability insurance upon his or her dwelling and Lot.
11. **Mail Boxes and Sidewalks** Mail Box stands shall be furnished and maintained by the post office. The location shall be determined by the local U.S. Post Office and the City. Installation and maintenance of sidewalk areas around mail boxes is the responsibility of adjacent Owners.

Article VII. Enforcement

The purpose of these Protective Covenants, Conditions and Restrictions (CC&Rs) is to enhance and protect the value, desirability, and attractiveness of all property within the Uplands At Timberhill Homeowners Association (H.O.A.). To accomplish this purpose, the volunteer Board of Directors of the H.O.A. is elected to (1) manage and maintain the 29th Street and Arrowood Circle streetscapes, and the bike and pedestrian paths in the H.O.A. This includes maintenance for appearance and upkeep and any modifications needed to support the original intent of these areas to provide a landscaped buffer and undisturbed open space between the homes within Phases II and III from surrounding development and for the enjoyment of all and to (2) facilitate a neighborhood of homeowners that works together to achieve the purpose of the CC&Rs through open communication and cooperative problem solving. If facilitation through neighborly and open communication fails to remedy a problem, the following enforcement is available:

Section 1. Remedies of the Association for Non-Payment of Assessments 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 or Treasurer of the Association shall file

in the office of the Benton County Clerk, 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, 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 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. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Open Areas or abandonment of his or her Lot.

Section 2. Remedies for Non-Compliance Restrictions found in Articles IV and V of this Declaration are subject to the following enforcement actions.

- A) **Right to Enforce by Association Board of Directors or any Lot Owner** The Association, 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.
- B) **H.O.A. Board of Directors** The Board of Directors will encourage and facilitate neighbors working together to solve problems of non-compliance. If informal communications fail to remedy the non-compliance, the Board will notify the Lot Owners, in writing of: non-compliant status, actions needed for compliance, legal options available to affected property Owners and the Association if non-compliance continues, and the right to be heard at the next monthly Board of Directors meeting. If Lot Owners do not respond to the Board of Director's written notification of non-compliance and do not remedy or resolve the issues of non-compliance, then the Board of Directors may take the following actions:
 1. In the event that any Owner fails to maintain and keep in good order the condition and repair of the exterior of that Owner's dwelling unit, of the Lot, and of the landscaping of the Lot, the H.O.A. shall provide sixty (60) day advance notice of its intention to perform, in addition to any other remedies, the required maintenance and bring legal action against the owner of the lot to recover the cost of the maintenance performed.
 2. Should any Owner fail to remove any trash, rubbish, garbage, yard raking or any such materials from any Lot, street, Common Maintenance Area, or Common Area where deposited by Owner within ten (10) days following the date on which notice is mailed to the Owner by the H.O.A., the Association may have such materials removed and charge the expense of such removal to the Owner.
 3. Should any Owner fail to remove a vehicle in violation of the restrictions found in Article V, Section 4 B) 9 of this Declaration, within five (5) days following the date on which notice is mailed, the H.O.A. may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

Article VIII. General Provisions

Section 1. **Severability** Validation of any 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 2. **Amendment** Any of the covenants and restrictions of this Declaration, except for the easements herein above granted, may be amended by a vote of seventy-five percent (75%) of the Association members. All amendments shall become effective when reduced to writing, executed by the appropriate Association officers, and recorded in the Benton County Deed Records.

Section 3. **No Right of Reversion** Nothing herein contained in this Declaration shall be deemed to vest the Association any right of reversion.

Section 4. **Benefit of Provisions: Waiver** The provisions contained in this Declaration shall bind and inure to the benefit of the Association and the Owner or Owners of any portion of said Property, their heirs and assigns, and each of their legal representatives, and failure by the Association or 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 5. **Expansion of Association** Timberhill Corporation has sold all Lots in Phase II and III of the Fourth Addition, and the Uplands at Timberhill Homeowners Association is comprised of 86 Lots and deemed to be a non-profit corporation separate from any other groups or associations. No additional Lots can be added to the Uplands at Timberhill Homeowners Association without agreement of seventy-five percent (75%) of the Association at a meeting called for that purpose.

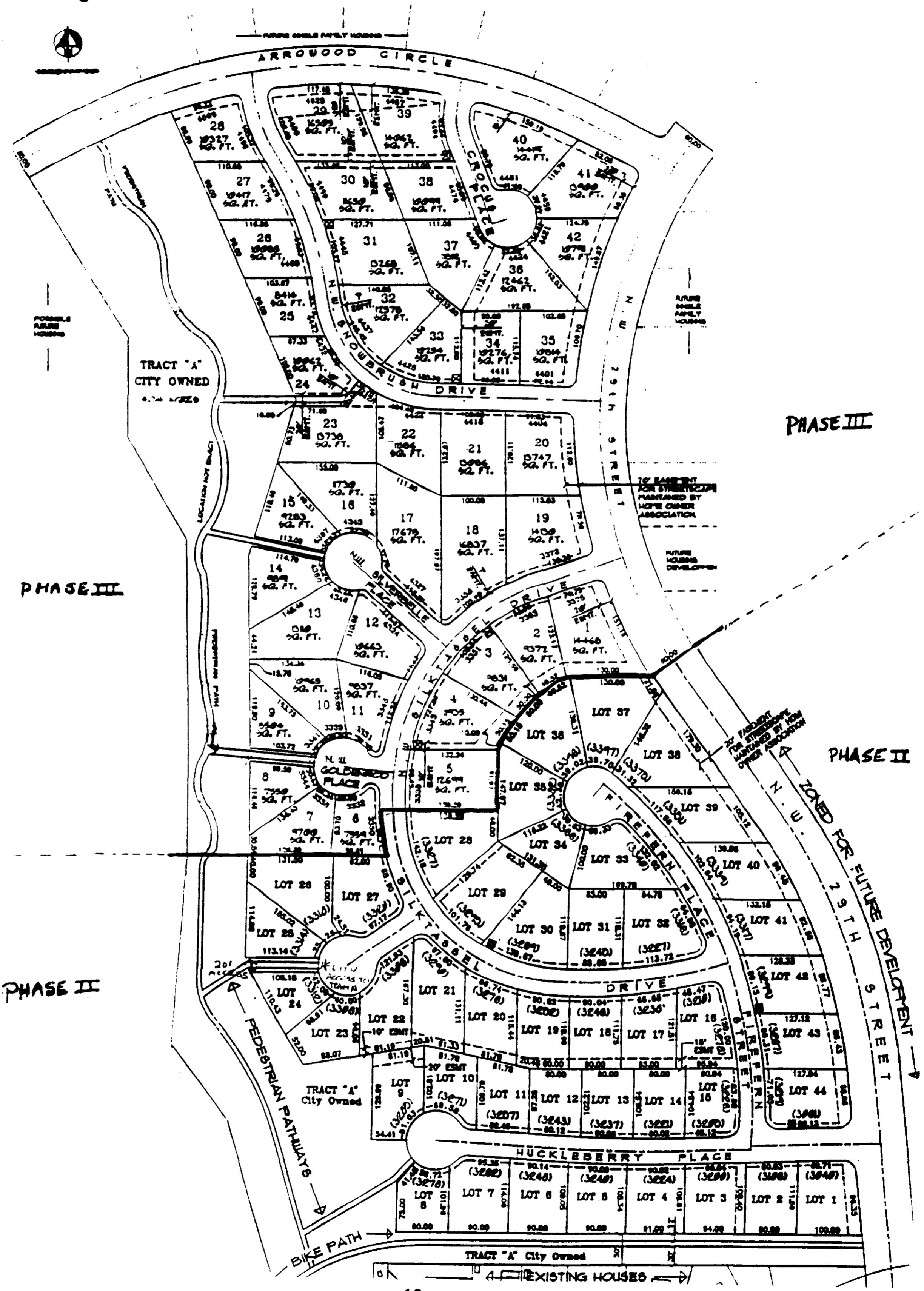
Article IX. Definitions

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

1. **Assessment** shall mean the annual or special charges as provided in the text of this Document.
2. **Association or H.O.A.** shall mean TIMBERHILL FOURTH ADDITION, PHASE II AND III HOMEOWNERS ASSOCIATION, a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.
3. **Common Maintenance Area** shall mean the 29th Street and Arrowood Circle streetscapes, the bike and pedestrian path on the south end of Phase II, Lots 1-8.
4. **Directors or Board of Directors** shall mean the elected directors of the H.O.A.
5. **Dwelling/Dwelling Unit and Garage** shall include both the main portion of any structure intended to be occupied by one family as a residence or abode and all projections therefrom but shall not include eaves of such structures, nor uncovered front porches or steps.
6. **Lot** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of public ownership.
7. **Member** shall mean and refer to any person or entity which holds legal title to a Lot or Lots In Timberhill Fourth Addition, Phase II and III.
8. **Mortgage** shall mean and refer to any mortgage, contract of sale or deed of trust.
9. **Mortgagee** shall refer to the mortgagee, contract seller, or beneficiary under a deed of trust.
10. **Open Area** shall mean all real property and appurtenances thereto, now or hereinafter owned by the City for the common use and enjoyment of all of the citizens of the City as designated as Tract A in the final plat map recorded in the Benton County Record of Subdivision Plats.
11. **Owner/Record Owner** shall mean and refer to the person or persons who has legal title to a Lot or Lots in Timberhill Fourth Addition, Phase II and III (or if a lot is being sold on a land sale contract, then the contract purchaser) whether one or more persons or entities or 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 Corvallis as owners of any streets, tracts, rights-of-way, or easements.
12. **Property** shall mean and refer to the certain real property hereinbefore described as part of the Association.
13. **Set Back** means the minimum distance between the dwelling unit or other structure referred to and a given street or road or lot line.
14. **Streetscape** shall refer to the forty-two-foot (42') landscape buffer along 29th Street and the thirty-one-foot (31') landscape buffer along Arrowood Circle as described in the document.
15. **Timberhill 4th Addition Phase II and Phase III** shall mean the Property including all Lots and Open Areas annexed by means of the Declaration, Supplemental Declaration, and Plats.
16. **Uplands at Timberhill** shall mean the Property including all Lots and Open Areas annexed by means of the Declaration, Supplemental Declaration, and Plats.

EXHIBIT A

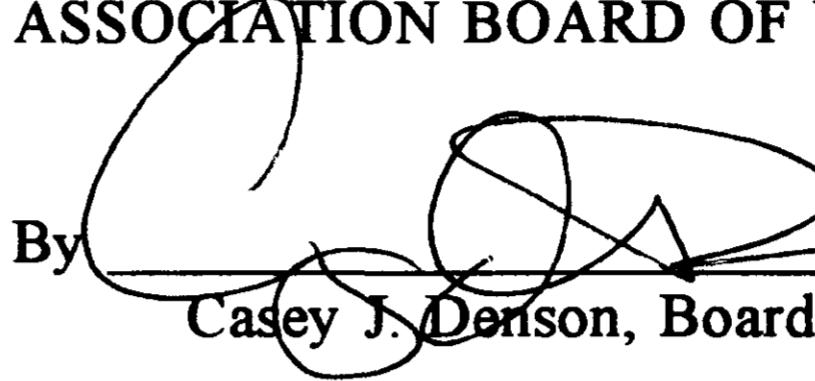
**The Uplands at Timberhill
(Timberhill 4th Addition Phase II & III)**



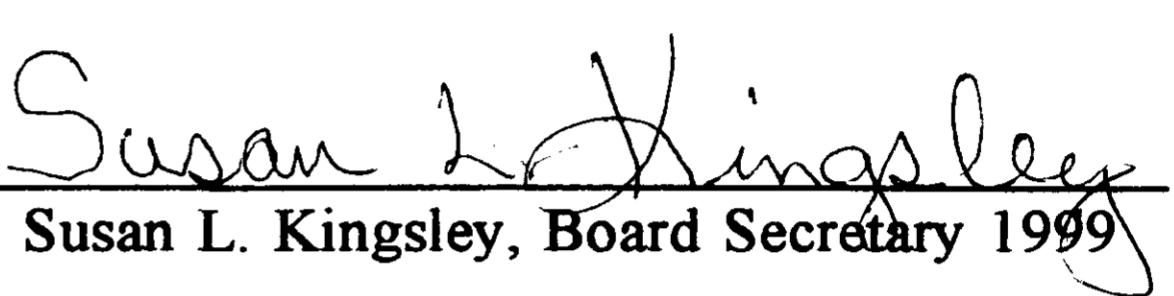
IN WITNESS WHERE OF, the Owners of the property have executed this Amended Declaration by its authorized representatives on this 11 day of March, 1999.

THE UPLANDS AT TIMBERHILL HOMEOWNERS
ASSOCIATION BOARD OF DIRECTORS

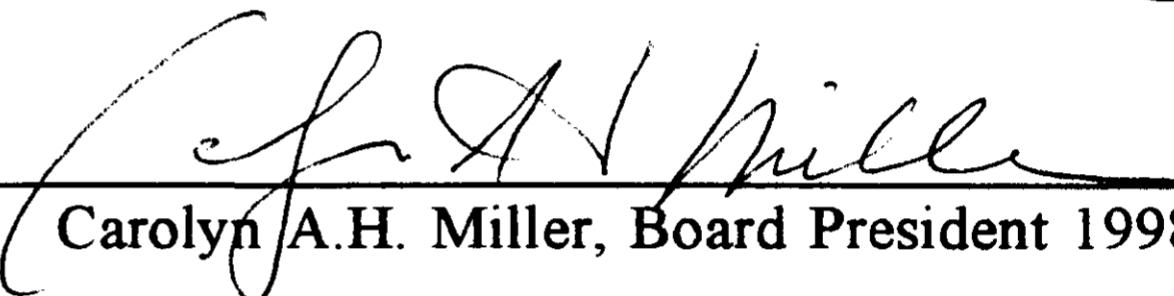
By


Casey J. Denson, Board President 1999

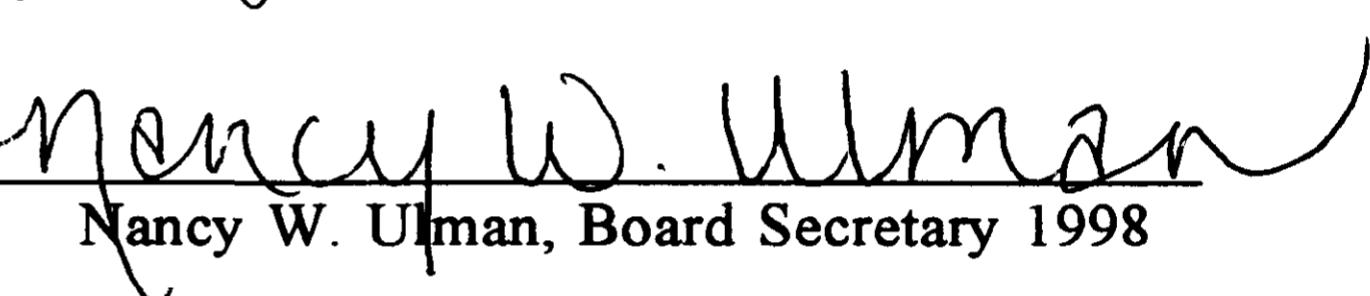
By


Susan L. Kingsley, Board Secretary 1999

By


Carolyn A.H. Miller, Board President 1998

By


Nancy W. Ulman, Board Secretary 1998

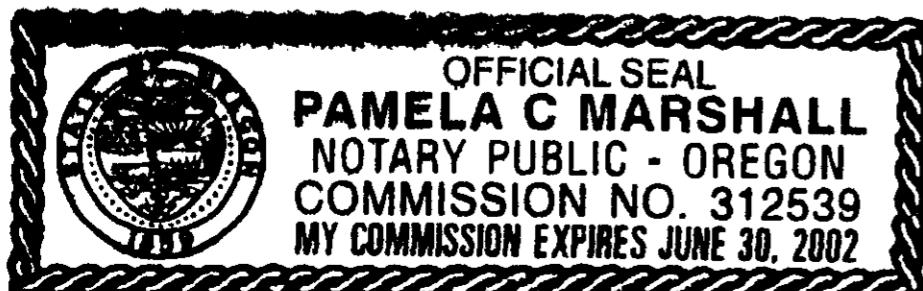
Attachments: Exhibit A - Property Map

STATE OF OREGON)
)
County of Benton)

The above and foregoing was subscribed and sworn to before me by current and former officers of The Uplands at Timberhill Homeowners Association Board of Directors, Casey Denson - 1999 Board President, Susan Kingsley - 1999 Board Secretary, Carolyn A.H. Miller - 1998 Board President, and Nancy Ulman - 1998 Board Secretary, the 11th day of March, 1999.


NOTARY PUBLIC FOR OREGON

My Commission Expires: June 30, 2002



STATE OF OREGON }
County of Benton } ss.
257869

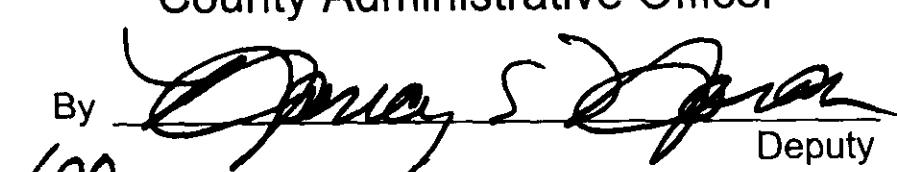
I hereby certify that the within instrument
was received for record

'99MAR15 PM 3:46
AND **M263333** 1999
ASSIGNED

In the microfilm records of said county

Witness My Hand and Seal of County Affixed
JOHN K. ANDERSON

County Administrative Officer

By 
Deputy