

**Modification Committee**  
**Declaration of Residential Guidelines and Contractor Standards**  
**Restated**  
**for**  
***Eagle Point Golf Community***  
**and**  
***Lakeside Park Subdivision***

**Article I**

**Overview**

These are the Design Guidelines promulgated by the Modifications Committee of Eagle Point Golf Community Homeowner's Association ("Association"), and apply to all properties subject to the Association's jurisdiction in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Eagle Point Golf Community and Lakeside Park Subdivision, recorded under document number 00-12919 ("CC&Rs"), and any additional declarations subjecting property to the Association's jurisdiction.

These Design Guidelines supersede and replace all prior Residential Guidelines and Contractor Standards, including Instrument No. 00-12920, 00-44546, 00-44547, and 01-47923, but do not change any provision of the CC&Rs. In the event of any conflict between the CC&Rs and these Design Guidelines, the CC&Rs shall control.

**Article II**

**Modification Committee**

**1. Approval of Plans by the Modification Committee**

The Modification Committee (hereinafter referred to as "MC") has jurisdiction over all changes to the exterior of all homes within the Association. No change may be made to the exterior of any home or lot without first obtaining permission from the MC. This includes changes to the front, back, and side yard. The MC may stipulate exceptions within these guidelines for changes that may be made without MC approval. Sections referencing a need for MC approval are for added emphasis and do not negate a need to obtain MC approval prior to making a change to your home or lot.



To obtain permission from the MC for a change to your home or lot, you must submit a plan indicating with a photo the nature, shape, height, materials, and colors to be used, along with a plan showing the location of each change proposed. Guidelines and Submittal Requirements for the MC are published online and available at the EPGCHA office.

All other rules and resolutions adopted by the Association are applicable to any new construction or modification. Approval by the committee does not constitute approval by the City of Eagle Point or substitute a need for permits. Homeowner is solely responsible for obtaining all necessary permits and approvals. Some submissions may require a permit prior to submitting to the MC. Homeowners are to do their own due diligence to determine whether permits are necessary.

All projects must be completed within 90 days of receiving the initial approval letter, with submission of a notice of completion to receive final approval. Failure to submit notice of completion on time may result in a fine or revocation of permission from the MC. Extensions may be granted by the MC if submitted in writing with reasonable explanation for delay.

## **2. Exceptions to Modification Request Process**

All changes to the backyard must first obtain MC approval, **except**:

- a. Landscaping under 6' in height at maturity (this exception does not apply to artificial turf);
- b. Benches or statuary under 6' in height;
- c. Other decorative elements under 6'; and
- d. Maintenance or replacement.

For properties where fences are below 6', the above exceptions apply only to the height of your fence. The above exceptions do not include golf course adjacent lots or lots with non-solid fencing. The above exceptions do not provide exemption for structural elements, sheds, pools and spas, plants above 6', or any other items mentioned throughout these guidelines or in other resolutions requiring applications.

All changes of any kind visible from the street or golf course must go through MC approval except perennial and annual flowers of the same or similar size.

## **3. Non-waiver**

Consent by the MC to any matter proposed to it and within its jurisdiction under these restrictions shall not be deemed to constitute a precedent or waiver impairing its



rights to withhold approval as to any similar matter thereafter proposed or submitted to it for approval.

#### **4. Liability**

Neither the Committee nor any member thereof shall be liable to any owner, company, occupant, builder, or the Association for any damage, loss, or harm suffered or claimed on account of an action or failure to act while performing its duties or rights under the governing documents or as allowed by Oregon law.

### **Article III**

#### **A. Residential Guidelines**

This section applies to current homes that are already built and are being modified.

##### **1. Street Tree Planting and Landscaping**

Street trees shall be planted every thirty feet (30') of lineal street frontage of every lot by each lot owner, unless otherwise permitted by the MC. Street trees must be of a kind that will reach a minimum height of fifteen feet (15') at maturity. At time of planting, street trees must have a trunk caliper no less than one and one-half inches (1.5"). All street trees must be maintained and pruned to be kept in their natural condition and shape.

Street trees are separate from Parking Strip Trees. See Parking Strip Tree Resolution for more details.

All grass, trees, and plants used in the landscape must be approved for compatibility with plants and grasses used in the construction of the golf course. All trees, shrubs, and any other existing vegetation shall not be altered, cut, or removed from the property without written consent of the MC. Purchaser is required within six (6) months after completion of dwelling to complete the landscaping of said dwelling. Landscape plans must be approved by the MC prior to the commencement of landscaping.

Landscapes are to be well kept; street parkways shall be maintained by adjoining property owners. All lots not built on immediately shall be maintained in such a manner that their appearance is not unsightly. Weeds are to be cut and treated when in a lawn, or removed and treated when in ground cover. This is to be done at regular intervals and not less than four (4) times per calendar year.



## **2. Large or Historic Trees**

All trees in any area of the lot: front, side, or back, require approval prior to removal. Trees that are larger than 20' in height or have reached maturity may not be removed without an official arborist opinion showing the tree is dead, diseased, or a hazard to the property, or as otherwise approved by the Modification Committee. Trees taller than 20' in height or that have reached maturity that are approved for removal must have a replacement tree planted.

## **3. Security Cameras/Spotlights**

Security cameras or spotlights should be placed in consideration of neighbors and should be inconspicuous, installed in eaves of the roof, or otherwise masked so as not to be apparent.

## **4. Construction Equipment**

No heavy equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on or in front of any lot, excepting the right of a home builder to construct residences on any lot and to store construction equipment and materials on said lots in the normal course of said construction.

## **5. Parking and Storage Facilities**

Cement or professionally installed pavers are the only acceptable parking surfaces. No vehicle or trailer of any kind may be parked on gravel, dirt, or any surface other than cement or professionally installed pavers.

Gravel areas wider than two feet (2') must either be converted into proper parking by professionally paving or cementing the area within six (6) months of purchase, or must be converted into traditional landscaping or xeriscape.

Parking and storage of boats, trailers, recreational vehicles, toy haulers, motorcycles, buses, trucks, motorhomes, truck-campers, sports equipment, wood piles, and like equipment or material shall not be allowed on any part of any lot nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or behind a screening fence or shrubbery which shall in no event be located within ten (10) feet of the front building line of any dwelling or garage. No covering of any of the foregoing equipment or material with tarpaulin covers or plastic shall be permitted within the project.



No more than one inoperable vehicle or in-progress vehicle may be stored on the property, which must be kept in the garage. In-progress vehicles include any vehicles with any of the following conditions:

- a. Missing muffler or broken or inadequate muffler which results in a noise nuisance condition,
- b. Incomplete body work, including but not limited to missing fender, bumper, side mirrors, or windows, or
- c. Flat tire(s).

Garage doors must remain shut at all times unless occupied and actively in use by owner, or unless cracked open only enough for ventilation.

## **6. Gazebo/Pergola/Shed/Outbuildings**

See Gazebo and Pergola Resolution and Shed and Outbuildings Resolution for guidance on any of these structures.

## **7. Temporary Residence**

No structure of a temporary character (i.e., trailer, motor vehicle, tent, shack, garage, barn, or other outbuilding(s)) shall be used on any lot at any time *as a residence* whether temporarily or permanently. See also, PODS Resolution. PODS may only be used for temporary storage and likewise may not be used as a temporary residence at any time.

The temporary parking of a self-contained recreational vehicle may be allowed only for the length of time and under the specifications given in the Board of Directors Rules & Regulations.

## **8. Fences and Hedges**

All fences must be in accordance with the community wide standard and the Fence Resolution.

Hedges or sight-obscuring plantings shall not exceed three (3') feet in height in the front yard or on the side lot lines forward of the building line for the first fifteen feet currently (15') or based on the currently applicable setback. Hedges on golf course lots must conform to regulations, as stipulated in Section 11.9 of the CC&Rs.

## **9. Signs**



No sign(s) shall be erected on any lot except that not more than one (1) sign placed by the owner, or a licensed real estate agent, not exceeding thirty six (36) inches in width and twenty four (24) inches in height, may temporarily be displayed on any lot.

The temporary placement of two "political" election signs on any Lot by the Owner shall be allowed within 30 days prior to an election. All such signs must be no larger than the size allowed for real estate signs and must be removed within 48 hours after the final day of voting for the election.

The temporary placement of one contractor's sign may be placed on a lot while a duly approved modification is in progress. Such a sign must be no larger than the size allowed for real estate signs and must be removed within 90 days. No sub-trade or advertisement signs shall be permitted on the property.

#### **10. Decorative Elements**

All decorative elements are subject to MC approval. Decorative elements visible from the street should be subtle and nestled into natural surroundings, subject to MC discretion and the Community Wide Standard.

Holiday decorations are not subject to MC approval and may be placed without application during the time period for holidays as the Association determines.

#### **11. Exterior Materials**

All exterior materials must be approved for use by the MC. Roofing material and colors must be approved by the MC. Windows may be vinyl or wood. Stone, stucco, wood accents, and masonry products must be approved for use by the MC. Certain designated siding products have been approved for use and one or more accent colors will be a requirement of construction. Body colors, trim colors, masonry colors, and/or any accent color must be approved by the MC. Foundation exposure is to be minimized.

See also, Solar Energy Resolution, Paint Resolution, and Xeriscape Resolution.

#### **12. Sidewalks and Driveway Locations**

Purchasers are required within sixty (60) days after the completion of dwelling to construct sidewalks along the front and side lot lines in conformity with the MC and the City of Eagle Point. An extension may be granted by the MC if requested in writing with reason for delay of sidewalk completion. A sidewalk plan has been established and must



be observed. Sidewalks and driveways are the sole responsibility of the homeowner. Existing driveway locations cannot be moved unless for a reason established solely by the MC.

### **13. Swimming Pools**

No swimming pool shall be constructed in any front yard area of a lot in said development. Pool locations must be approved by the MC. No above ground pools of any kind are allowed anywhere in the community, with the exception of "kiddie pools". Small and plastic or inflatable pools may be used only in the backyard and only if screened by a fence and put away each day. This exception does not apply to the golf course properties.

Pool equipment should be placed behind a fence, in consideration of immediately adjacent neighbor's peaceable enjoyment of property.

### **14. Community-Wide Standard**

The standard of conduct, maintenance, or design; and the activity generally prevailing throughout the Association, and more specifically determined by the Board of Directors and the MC; and defined by the way Common Areas are designed and maintained. At a minimum, Community-Wide Standards include the following, without limitation:

- a. Lawns shall be watered, fertilized, and sprayed for weeds and/or insects and diseases as needed to keep them healthy and green. They shall be mowed on a regular basis - at least weekly during the growing season, less often in the winter months, but frequently enough to keep lawns neat (no patchy up-shoots, rooster tails, etc.).
- b. Shrubs and trees shall be watered, fertilized, and sprayed for insects or diseases as needed to keep them healthy. They shall be pruned or trimmed at least once a year or as needed to remove dead or dying limbs and branches and to keep them vigorous and looking neat and attractively shaped. Dead shrubs or trees shall be removed and replaced promptly.
- c. Areas around shrubs and trees shall be barked or mulched or otherwise covered with decorative rock, plantings of ground cover, or other appropriate materials, subject to MC approval, and shall be kept free of weeds and other debris and looking neat and attractive.
- d. Piping and tubing for irrigation systems shall not be exposed except for the irrigation heads.



- e. Wood fences shall be stained, as approved by the MC. All fences shall be kept in good repair; e.g. no leaning sections, no rotting or missing boards, no water marks from sprinklers, or other similar defects.
- f. Side yard areas are to be landscaped and/or otherwise finished with appropriate ground covering materials or plantings and kept free of weeds and debris. Any equipment, materials, or supplies stored in side yards are to be screened from view with shrubbery, fencing, or as otherwise approved by the MC.

## **B. Construction Standards and Ethics**

This section applies to currently empty lots and provides the development and construction standards that must be followed.

### **1. Land Use and Building Type**

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling and a private garage for no less than two (2) cars. Building height restrictions shall apply to all lots. Roof pitches and two (2) story dwellings may be restricted on certain lots. Maximum sub-floor heights, lot grading, and building setbacks have been established for each lot. Consult with the MC for particular requirements for each lot. Requirements may differ from lot to lot.

Lot owner and owner's contractor are to ensure that all types of construction and building pad preparation are in accordance with the building code and the recommendations of a licensed engineer.

No modular or manufactured homes shall be permitted on any part of the subject property. The foregoing provisions shall not exclude construction of a private greenhouse, cabana, or hobby shop, provided the location of such structures are in conformity with all applicable municipal regulations, and are compatible, in design and decoration with the residence constructed on such lot, and the location and design have been approved by the MC. No structure of any sort shall be permitted within twenty (20) feet of a lot line if said lot line borders the golf course without the written consent of the golf course management.

The provisions of this section shall not be deemed to prohibit the right of any home builder to store construction materials and equipment on said lots in the normal course of construction.

### **2. Dwelling Size**



The ground floor area of a one (1) level dwelling, exclusive of open porches and garages, shall be not less than one thousand eight hundred (1,800) square feet.

Two-story homes shall not be less than one thousand nine hundred and fifty (1,950) square feet with a minimum of one thousand two hundred (1,200) square feet on the main floor. Minimum floor area requirements may vary from phase to phase and will be recorded upon the registering of each phase's final plat.

### **3. Building Setbacks**

No dwelling shall be located nearer than twenty (20) feet to the front lot line or as required by the City of Eagle Point. On corner lots, the narrow side of a lot abutting the street is to be considered as the front yard for setback purposes, and the side building line shall have a minimum ten (10) foot setback from the abutting street and right-of-way. Certain lots shall require maximum or minimum front, side, and rear setbacks as may be required by the MC. The setback requirements and/or the building envelope shall be provided upon request of any prospective lot owner(s).

### **4. Easements**

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on recorded plat. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of utilities. The easement area of each lot, and all improvements within, shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

### **5. Utilities**

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within the development.

All owners of lots within this development, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or the phone utility facilities provided.

This restriction shall not restrict the installation of a satellite dish, provided that said dish or receiver unit is small in size and dimension (25" or less), there are no more



than 2, and the location(s) are approved by the MC. All inoperable dishes or dishes not in use must be removed.

This rule shall not restrict the installation of solar panels except as detailed in the Solar Energy Resolution, and as approved by the MC.

## **6. Completion**

Construction of any dwelling shall be completed, including exterior decoration, within ten (10) months of the start of construction unless approved in writing by the MC. All lots shall, prior to the construction of improvements thereof, be kept in a neat and orderly condition and free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals (see also Paragraph 4, Street Tree Planting and Landscaping) to prevent the creation of a nuisance or fire hazard. No dwelling shall be occupied permanently or temporarily prior to one hundred (100%) percent completion with a certificate of occupancy from the city of Eagle Point.

## **7. Work Site Restrictions**

a. Contractors, sub-contractors, and property owners shall restrict volume levels of radios and associated players.

b. No pets shall be permitted on the construction site or anywhere on the property.

c. Construction activity shall be limited to Monday through Saturday unless the nature of the activity bears no adverse effect to existing homeowners.

d. No construction activities may occur from 7:00 p.m. to 7:00 a.m. including indoor construction.

e. Temporary restroom facilities shall be provided within the confines of the construction site.

f. All equipment for the storage and/or disposal of refuse shall be kept in a clean and sanitary condition. The property owner and contractor shall assume all responsibility for any refuse generated by sub-trades. Adequate facilities for waste storage are to be provided and waste removal is to occur on a regular basis. Materials and refuse are to be kept in a manner so as to restrict the scattering or distribution of materials or refuse by the wind.



g. Contractor and property owner shall keep streets clean and free of construction materials. Mud and other construction track-out shall be removed from the streets immediately.

h. No contractor signs shall be erected on the site other than one sign approved by the developer or head contractor. No sub-trade or advertisement signs shall be permitted on the property.

## **Article IV**

### **General Provisions**

#### **1. Enforcement**

The Board, acting on behalf of the Association, or any owner of land within the Association will have the right to prosecute any violator of these provisions, at law or in equity. Such rights will arise based on someone violating or attempting to violate any of these restrictions. At such a point, another owner or the Board may prosecute to prevent the violation or to recover damages sustained due to the violation.

Failure by owner to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should the Board employ counsel to enforce any of these restrictions, covenants, or guidelines, by reason of such violation, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Association shall have a lien upon such lot or lots to secure the payment of all such accounts.

#### **2. Severability**

Invalidation of any one of these restrictions by judgment or court order shall in no ways affect any of the other provisions contained herein which shall remain in full force and effect.

#### **3. Limitation of Liability**

The Association and the MC shall not be liable to any owner, company, occupant, builder, or contractor on account of any action or failure to act in performing its duties or rights hereunder.



**IN WITNESS WHEREOF**, the undersigned has executed this Declaration of Residential Guidelines and Contractor Standards this 24 day of June, 2022.

Association President

Donald CRAIG

Print name

Association Secretary

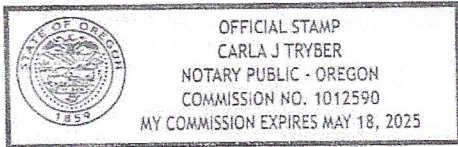
Philip F. Brooker

Print name

STATE OF OREGON )  
County of Jackson ) :ss

I certify that I know or have satisfactory evidence that Donald Craig is the person who appeared before me and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Subscribed and sworn to before me on this 24 day of June, 2022.

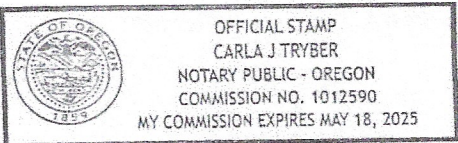


C. Tryber  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5-18-2025

STATE OF OREGON )  
County of Jackson ) :ss

I certify that I know or have satisfactory evidence that Philip F. Brooker is the person who appeared before me and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Subscribed and sworn to before me on this 24 day of June, 2022.



C. Tryber  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5-18-2025