

**Architectural Review Committee**

**Declaration of Residential Guidelines and Contractor Standards**

for

***Eagle Point Golf Community***

and

***Lakeside Park Subdivision***

**Article I**

The undersigned being the owner and parties in interest of all of the real property known as the Eagle Point Golf Community and Lakeside Park Subdivision in the City of Eagle Point, Jackson County, Oregon, do hereby make the following declaration of restrictions and guidelines covering all of the said real property within as the same appears on the map and attached and being made part of this declaration. This declaration shall constitute the restrictions and guidelines to run with all of the land and shall be binding on all property owners and/or contractors of said property owners.

**Article II**

**A. Residential Guidelines**

**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. View corridors and privacy shall be given consideration and such consideration shall be at the sole discretion of the Architectural Review Committee. Maximum sub-floor heights, lot grading, and building setbacks have been established for each lot. Consult with the Architectural Review Committee for particular requirements for each lot. Requirements may differ from lot to lot.

Lot owner and owners' 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 Architectural Control Committee. 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, and/or to use any single family residence as a sales office or model home for purpose of sales in the development.

**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 six hundred (1,600) square feet.

Two-story homes shall not be less than one thousand eight hundred (1,800) 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 Architectural Control Committee. The setback requirements and/or the building envelope shall be provided upon request of any prospective lot owner(s).

**4. 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. All trees shall be planted, irrigated, and maintained in accordance with the requirements and standards of the Architectural Review Committee. The Architectural Control Committee will designate the type of trees to be planted for each street within the project.

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 Architectural Control Committee. 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 Architectural Control Committee 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 at regular intervals and not less than four (4) times per calendar year.

**5. 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.

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**6. 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 and the Declarant to construct residences on any lot and to store construction equipment and materials on said lots in the normal course of said construction.

**7. Parking and Storage Facilities**

Parking and storage of boats, trailers, 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, storage port, 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. Recreational vehicle garages or ports shall not be approved unless said structures can be located and constructed in a manner such that the structure has a limited visual impact from the street or the golf course or detracts from the architectural character of the home. Approval of such structure shall be at the sole discretion of the Architectural Review Committee. No covering of any of the foregoing equipment or material with tarpaulin covers or plastic shall be permitted within the project.

**8. Temporary Structures**

No structure of a temporary character (i.e., trailer, tent, shack, garage, barn, or other outbuilding(s)) shall be used on any lot at any time as a residence whether temporarily or permanently.

The temporary parking of a self-contained recreational vehicle may be allowed only with the permission of the Architectural Review Committee and only at the Architectural Review Committee's discretion.

**9. Fences and Hedges**

Hedges or site-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 with the greatest setback on lot or the adjoining residential lot. No fences shall be constructed in the front yard or on the side lot lines within ten (10') feet of the front building line unless due to topographic conditions or other conditions a variance is agreed to in writing by the Architectural Control Committee.

The maximum height of a site-obscuring fence located on a lot shall not exceed six (6') feet in height. Fences shall be well constructed of suitable fencing materials, approved by the Architectural Control Committee, and shall not detract from the appearance of the dwelling located upon the lot. All fences are to be well kept and wood structures are to be painted or stained or maintained in a manner approved by the Architectural Control Committee.

Fence construction, materials, and heights may vary from lot to lot. Golf course fronting lots have special fence requirements. Contact the Architectural Control Committee for fence requirements pertaining to each lot.

Internal fencing on all golf course fronting lots must be approved by the Architectural Review Committee and considerations may vary from lot to lot. Tops of fences must be constructed relatively level and lateral fence elevation changes must occur at the fence posts or in a manner approved by the Architectural Control Committee.

**10. Signs**

Other than the signs placed by the Declarant, 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.

**11. Utilities**

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, not 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 (18" or less ) and dimension and the location is approved by the Architectural Control Committee.

**12. 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 Architectural Review Committee. 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.

**13. Exterior Materials**

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

**14. Sidewalks and Driveway Locations**

Purchasers are required within thirty (30) days after the completion of dwelling to construct sidewalks along the front and side lot lines in conformity with the Architectural Control Committee and the City of Eagle Point. A sidewalk plan has been established and must be observed. Existing driveway locations cannot be moved unless for a reason established solely by the Architectural Control Committee

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## **15. Swimming Pools 00 12920**

No swimming pool shall be constructed in any front yard area of a lot in said development. Pool locations must be approved by the Architectural Control Committee.

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

1. Contractors, sub-contractors, and property owners shall restrict volume levels of radios and associated players.
2. No pets shall be permitted on the construction site or anywhere on the property.
3. Construction activity shall be limited to Monday through Saturday unless the nature of the activity bears no adverse effect to existing homeowners.
4. Construction activities shall be limited between the hours of 7:00 a.m. and 7:00 p.m. unless the activity bears no adverse effect on the existing homeowners.
5. Temporary restroom facilities shall be provided within one hundred (100') feet of the construction site.
6. 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.
7. 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.
8. No contractor signs shall be erected on the site other than one sign approved by the developer. No sub-trade or advertisement signs shall be permitted on the property.

## **Article II**

### **Architectural Control Committee**

#### **1. Approval of Plans by the Architectural Control Committee**

No building or structure, swimming pools, animal runs, fences, landscaping, or storage units shall be commenced, erected, placed, or altered on any lot until the construction plans and specifications, and a plan indicating the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the specific building site have been submitted to and approved by the Architectural Control Committee. A set of two (2) plans and specifications for approval by the Committee must be submitted at least thirty (30) days prior to the proposed start of construction. Guidelines and Submittal Requirements for Architectural Review Committee and the City of Eagle Point approval have been established and are available at escrow closing or at the Declarant's offices.

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**2. Non-waiver**

Consent by the Architectural Control Committee 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.

**3. Liability**

Neither the Committee nor any member thereof shall be liable to any owner, company, occupant, builder, or Declarant for any damage, loss, or prejudice suffered or claimed on account of an action or failure to act of the Committee or member thereof.

**Article IV**

**General Provisions**

**1. Enforcement**

Should any person violate or attempt to violate any of the provisions of these covenants, the Declarant, or any other person(s) owning any real property embraced within the plat, at its or their option shall have the full power and authority to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate any of said restrictions, either to prevent the doing of such or to recover damages sustained by reason of such 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 Declarant 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 Declarant shall have a lien upon such lot or lots to secure the payment of all such accounts.

**2. Severability**

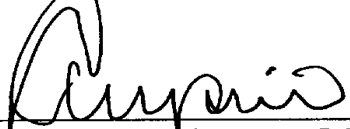
Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions contained herein which shall remain in full force and effect.

**3. Limitation of Liability of Declarants**

Declarant 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 Declarant has executed this Declaration of Residential Guidelines and Contractor Standards this 3<sup>rd</sup> day of April, 2000.

**DECLARANT:**

  
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Eagle Point Developments, L.L.C.  
By: C.A. Galpin, member

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State of Oregon                    }  
  } ss.  
County of Jackson                }

On this 3<sup>rd</sup> day of April, 2000, personally appeared before me the above-named C. A. Galpin, who being duly sworn, states he is a member of Eagle Point Developments, L.L.C., and Oregon limited liability company, and acknowledged that the foregoing instrument was signed and sealed on behalf of Eagle Point Developments, L.L.C., and further acknowledged said instrument to be the voluntary act and deed of the company.

*Patricia L. Thomas*  
Notary Public for Oregon



Jackson County, Oregon  
Recorded  
OFFICIAL RECORDS  
APR 04 2000  
10:22 AM  
*Arthur J. Reed*  
COUNTY CLERK

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