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I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Kathleen S. Beckett - County Clerk

48 ga 482415

After recording return to:

Eagle Point Developments LLC
c/o LandAmerica Lawyers Title
1555 E. McAndrews Road, Ste 100
Medford OR 97504

SUPPLEMENTAL DECLARATION
SUBJECTING ADDITIONAL REAL PROPERTY TO
DECLARATION OF COVENANT, CONDITIONS, AND
RESTRICTIONS

FOR

Eagle Point Golf Course Community
in
EAGLE POINT, JACKSON COUNTY, OREGON

The purpose of this Supplemental Declaration is to subject additional real property, more specifically, **EAGLE POINT GOLF COMMUNITY, PHASE 12** and state additional restrictions and obligations, if any, as more fully stated herein.

DECLARANT:
Eagle Point Developments, LLC,
an Oregon limited liability company

1

Supplemental Declaration
Subjecting Additional Real Property to
Declaration of Covenant, Conditions, and Restrictions

of record (including any amendments(s) and/or supplemental declaration(s)) for
Eagle Point Golf Course Community
in
Eagle Point, Jackson County, Oregon

THIS SUPPLEMENTAL DECLARATION is made and executed by Eagle Point Developments, LLC, an Oregon limited liability company, hereinafter referred to as "Declarant."

By Declarations dated November 2, 2000, Declarant subjected certain described real property, located in Eagle Point, Jackson County, Oregon, to covenants, conditions, and restrictions for *Eagle Point Golf Community*, (the "Declaration"). The Declarations were recorded on November 2, 2000, as document numbers 00-44545 and 00-44546, in the Official Records of Jackson County, Oregon. These Declarations were amended on November 2, 2000 and October 5, 2001, as document numbers 00-44547 and 01-47923, respectively, in the Official Records of Jackson County, Oregon.

The purpose of this Supplemental Declaration is to subject additional real property, more specifically, **Eagle Point Golf Community, Phase 12**, duly recorded and placed in the permanent record of town plats for Jackson County in Volume 31, page 34 on July 12, 2005 and state additional restrictions and obligations, if any, on the additional real property described herein and attached as Exhibit "A" as provided for the Declaration under Article IX, *Annexation and Withdrawal of Property*.

RECITALS

Developer wishes to provide herein for certain covenants, conditions, and restrictions on the use of the Property:

NOW THEREFORE, Declarant does hereby declare and provide as follows:

The undersigned, Eagle Point Developments LLC ("Developer"), is the owner in fee simple of that real property known as Eagle Point Golf Course Community Phase 12, ("the Property") in the City of Eagle Point, Jackson County, Oregon, described in Exhibit "A", attached hereto and by this reference incorporated herein. The Property is part of a larger development known as Eagle Point Golf Course Community.

Developer hereby declares that the Property and/or Lots described herein and any improvements thereon shall be held, conveyed, encumbered, leased, rented, used and improved subject to the following covenants, conditions, restrictions, grants of easements, rights, charges and/or equitable servitudes. Any conveyance, transfer, sale, assignment, lease or sublease of a Lot shall and hereby is deemed to incorporate by reference all

1- DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

2

provisions of this Declaration. The provisions of this Declaration shall constitute covenants to run with all of the land, shall be binding upon all persons claiming under them, including the undersigned, its successors and assigns, and all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each Owner of any portion of the Property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of such Owners.

ARTICLE I DEFINITIONS

Except as otherwise provided herein, the definitions contained in or adopted by the Declaration shall be applicable to this Supplemental Declaration.

1. Developer. Eagle Point Developments LLC.
2. Dwelling Unit. A residential house and all accessory uses associated therewith, such as storage sheds, garages, pools, greenhouses, etc.
3. Owner. The record Owner, or Owners, if more than one, of a Lot, including the Developer and including a vendee under a recorded land sale contract or recorded memorandum of land sale contract.
4. Property. Declarant has a fee title interest in the additional real property, which is more specifically known as **Eagle Point Golf Course Community Phase 12**. The additional real property is hereby subjected to the Declaration. The Common Area and Exclusive Common Area, if any, severally and collectively, are described in Exhibit "B."
5. Lot. That discrete parcel of the Property conveyed or to be conveyed by the Developer to an individual Owner in fee simple. For the purposes of this Declaration, a Lot shall exist from and after the date of recording of the Final Plat for the Property.

ARTICLE II RESIDENTIAL COVENANTS

Pursuant to Article IX, *Annexation and Withdrawal of Property*, more specifically, Section 9.4, *Additional Covenants and Easements*, the following additional covenants and obligations are hereby place on any portion of the property submitted to the initial Declaration or any Supplemental Declaration:

(1) **LAND USE and BUILDING TYPE**

Lots and Dwelling Units shall be used for residential purposes only, except as specifically provided for in this Declaration. No building shall be erected, altered, placed or permitted to remain on any lot without the approval of the Architectural Control Committee ("ACC"). The commencement of any construction prior to the written approval of the ACC shall constitute a violation of the CC&R's and the developer shall impose a penalty of \$1,000.00 per day for each day that the required plan review is in violation of said CC&R requirement upon the owner of the lot. All costs resulting from any required alteration to the plans by the ACC, including but not limited to construction, legal, architectural, and engineering shall be the sole responsibility of the lot owner in violation of this requirement. One and two-story homes, in addition to a basement level, may be approved. All homes shall be constructed on site. Mobile and modular homes shall not be permitted. No building shall be

2- DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

3

occupied until the building is 100% complete. Homes built on lots that front the golf course will have additional rear elevation requirements, including architectural details and accent materials, such as substantial masonry.

The foregoing provisions shall not exclude construction of churches, schools, parks, walking trails, or amenities associated with same.

The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool, or other such structures typically associated with residential use, provided the location of such structures is in conformity with the ACC and applicable municipal regulations and is compatible in design and decoration with the residence constructed on such lot and has been approved by the ACC.

(2) **DWELLING SIZE**

The ground floor of a one-story dwelling, exclusive of open porches and garage in Phase 12 shall not be less than 2,600 square feet for golf course front lots and 2,400 square feet for interior lots. A multiple level dwelling, two-story dwelling, split-entry home, or daylight basement home, the principal living level shall have a minimum square footage of not less than 1,600 square feet, exclusive of open porches and garages.

(3) **CONSTRUCTION SCHEDULE**

All lots shall be built upon within four (4) years of the recording date of the final plat. An extension to this construction schedule may be granted by the ACC provided that the conditions in paragraphs 6(b) and 17 have been met and the property is landscaped in accordance with the standards of the ACC concerning vacant lot landscaping.

(4) **HEIGHT RESTRICTIONS**

The elevation of the sub-floor of the main level of the home shall have height restrictions. The elevation of the sub-floor of the main level shall be measured from the top of the curb at the center point of the lot. Due to topography variations from lot to lot and location of lot (top side/bottom side of road) this height restriction may vary from lot to lot. In order to best marry elevations between lots the height of the main level sub-floor (maximum/minimum) will be calculated during the ACC review of the submitted construction plans.

(5) **BUILDING SETBACKS**

Setback requirements are specifically defined in the City of Eagle Point's zoning ordinances, and are to be approved by the ACC. The ACC may increase the requirements established by the City of Eagle Point zoning ordinance.

(6) **LANDSCAPING**

(a) Landscape Plan. The improvement of all Lots shall incorporate a landscape plan. Landscaping shall be designed, installed, and completed pursuant to standards adopted by the ACC. The plan, including soil removal or additions and contour grading, shall be approved in writing by the ACC

3- DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

4

prior to commencement of any landscape work being done. The landscape plan shall include lawn in the park strips and in the front yard. The owner shall install all landscaping within six (6) months from the date of completion of the residential dwelling unless a written variance is granted by the ACC. Landscape plans shall include a drainage plan. All drainage plans must be designed to eliminate excess water pooling or excess drainage to adjacent lots. All proposed retaining and feature walls must be shown on the site plans and landscape plans.

(b) **Street Trees.** Within thirty (30) days after completion of a Dwelling Unit, or within one (1) year after the purchase of the Lot, whichever occurs first. Owners are required to plant two (2) street trees per Lot in the street parkway or as located by ACC. Corner Lot Owners shall be required to plant four (4) street trees, two per each street together with irrigation for said trees. A variance may be obtained from the ACC for completion of this condition if the home on said lot is under construction.

In the event an Owner fails to install landscaping and trees consistent with the standards adopted by the ACC, and/or fails to install within the aforementioned timeframe, the Developer shall impose a penalty upon the Owner of \$500.00 per day for each day that the landscape and trees are in violation of said standards, or not installed within the requisite time, unless a variance is granted in writing from the ACC.

(c) **Landscape Maintenance.** Landscaping is to be well maintained and shall remain in conformance with the original approved plan unless changes are approved by the ACC. If the Owner(s) does not perform the required maintenance, the ACC may perform the necessary maintenance and or changes necessary. The Owner(s) who has failed to perform the required maintenance or changes as determined by the ACC shall be liable for all damages resulting therefrom, including, without limitation, all costs of completing the necessary maintenance or changes thereon.

(7) **EASEMENTS**

Each Lot shall be conveyed to Owners, other than Developer, and thereafter held by such Owners, their successors and assigns subject to any and all easements of record at the time of the initial conveyance of the particular Lot involved to an Owner other than Developer for the use and benefit of the several authorized public and/or other utilities, including but not limited to, cable television, sanitary sewers, water, gas, and electrical and drainage easements, and no Owner shall damage or interfere with the installation and maintenance of such utilities, or in any manner change the direction or flow of drainage channels in any such easements, or in any manner obstruct or retard the flow of water through drainage channels in any such easements.

(8) **BUSINESS or COMMERCIAL USES**

No trade, craft, business, profession, commercial or similar activity, except as a home occupation approved by the City of Eagle Point, shall be conducted on any lot. No heavy equipment, vehicles in excess of 12,000 G.V.W., materials, or supplies used in connection with trade, services, or business shall be kept or stored on or in front of any residential lot, except the right of any builder and the Developer to construct residences on any lot and to store construction equipment and materials on said lots in the normal course of said construction, and to use any residence as a sales office or model home for purposes of sales in Eagle Point Golf Community Phase 12.

4- DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

(9) **PARKING and STORAGE**

Garage Doors shall remain closed unless in use. No vehicle of any type shall be parked or left on any portion of the Property other than within a Lot's driveway or garage. This provision does not exclude guest parking on streets provided such parking location is approved by the City of Eagle Point.

All of the following vehicles and categories of vehicles shall be subject to the following special restrictions of this section:

- (a) Any commercial vehicle, including a bus or any vehicle which exceeds 12,000 pounds gross vehicle weight, or which has a wheelbase exceeding 133 inches.
- (b) Any farm vehicle or equipment;
- (c) Any boat;
- (d) Any trailer fitted or designated to be pulled by any other vehicle;
- (e) Any vehicle within the generally recognized category of recreational vehicle, including a camper or camper body which is or may be mounted upon a pick-up truck;
- (f) Any vehicle which is inoperable.

No vehicle described above may be permanently or semi-permanently parked anywhere within the Property (including any street, driveway or yard area), unless it is enclosed within a garage, or parked behind a screened fence. Recreational vehicles may be permitted for temporary periods of not more than twenty-four (24) hours each, and of not more than seventy-two (72) hours during any thirty (30) day consecutive period for loading and unloading purposes. Any Owner who parks or permits the prohibited parking of any such vehicle on the Project shall be deemed to commit a nuisance. No vehicle of any type (including regular passenger cars, motorcycles, bicycles or any other Vehicle) shall be parked on any street or other portion of the Property for the purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle. Violation of this prohibition against repairing vehicles shall also constitute a nuisance. An occasional, temporary period of parking allowed pursuant to this Section shall not be followed, within twenty-four (24) hours, by a subsequent, occasional, temporary period of parking.

(10) **NUISANCES**

No noxious or offensive activity shall occur on any lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

(11) **TEMPORARY STRUCTURES**

No trailer, tent, shack, garage, barn, motor home, or other temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings, trailers or structures may be used by Developer during the sales and construction or improvement of Lots, but shall be removed within a reasonable period of time after the completion of construction

5- DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

6

with that portion of the Property.

(12) FENCES and HEDGES

Unless a variance is granted in writing from the ACC:

- (a) On residential lots, hedges or site-obscuring plantings shall not exceed three feet (3') in height in the front yard or on the side lot lines forward of the front building line.
- (b) No fences shall be constructed in the front yard or on the side lot lines within two feet (2') of the front building line.
- (c) No fences shall be constructed within ten feet (10') from the side lot line if said lot line abuts a street. The maximum height of a site obscuring fence or hedge shall not exceed six feet (6') in height. Fences shall be well constructed of suitable fencing materials, and approved by ACC.
- (d) Fence tops are to be constructed level, grade changes are to occur at the fence post. Any other grade changes of the fencing must be approved by the ACC.

The use of chain-link fencing will be approved; however, vertical slats and/or powder coating in an earth tone color must be incorporated into the fence.

Fence construction materials, heights, and setbacks may vary from lot to lot. Corner lots have special fence setback requirements. Golf course fronting lots have special fence requirements. Most lots which share boundaries with the golf course must erect fencing on the boundary(ies) they share with the Eagle Point Golf Course. Such lot owners, at their sole expense, must construct fences using four-foot high wrought iron, or a product with similar appearance. In some cases, the said four-foot high fence may be constructed as a four-foot high wall. The wall material, design, color, and location must be approved by the ACC. In all cases, the four-foot high fence shall run the width of the golf course boundary and fifteen (15) feet up both side lot lines prior to increasing in height to the allowable six foot (6') elevation.

Interior fencing on all lots must also be approved by the ACC. Considerations may vary from lot to lot depending upon the location of the lot.

(13) SIGNS

No signs shall be erected or placed on any lot except one (1) "For Sale" or "For Rent" sign placed by the Owner, the Developer, or by a licensed real estate agent not exceeding twenty-four inches (24") in height and thirty-six inches (36") in width with restrictions concerning mounting and stands. This restriction shall not prohibit the temporary placement of two "political" election signs of the same dimension on any lot by the Owner, or the placement of a professional sign by the Developer, which must comply with any applicable City of Eagle Point sign ordinances. All political signs must be removed within 48 hours after the final day of voting for the election.

(14) ANIMALS, LIVESTOCK and POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Dogs, cats, or

other household pets may be kept provided that they are not kept for breeding, or maintained for any commercial purposes, or in unreasonable numbers, and provided they do not create a public nuisance. Commercial areas will be controlled by City of Eagle Point ordinances.

All pets must be kept on a leash when on public ways. The owner or caretaker of such pet will be responsible for the cleanup of feces caused by the pet. No animal shall be walked without the caretaker/owner having a litter removal bag in their possession and visible to public view. No pets shall be permitted on the golf course property at any time.

(15) **GARBAGE and REFUSE DISPOSAL**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall be kept in sanitary, covered containers. In no event shall trash containers be maintained so as to be visible from neighboring property.

(16) **COMPLETION OF CONSTRUCTION**

Construction of any Dwelling Unit shall be completed, including exterior decoration, within ten months (10) from the date of the start of construction unless a written extension is granted by the ACC. 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 to prevent the creation of a nuisance or fire hazard, and in accordance with the City of Eagle Point ordinances. No Dwelling Unit shall be occupied permanently or temporarily prior to 100% completion.

(17) **SIDEWALKS**

Within thirty (30) days after completion of a Dwelling Unit, or within one (1) year after the purchase of the Lot, whichever occurs first, Owners are required to construct sidewalks along the front and side (corner lot) of the Lot in conformity with the standards set forth by the City of Eagle Point.

(18) **RETAINING WALLS**

It will be the responsibility of each Owner to retain his or her Lot on the uphill and downhill side of said Lot with suitable material to assure the stability of the Lot being retained if any excavation alters grade in such a manner that retaining becomes necessary. All retaining walls must be approved by ACC and, if required, by the City of Eagle Point, unless an extension is granted by the ACC. Such extension may be granted if the residential construction is under way on said lot.

(19) **SWIMMING POOLS**

No swimming pool shall be constructed in any front yard of any lot in the Property. No inflated plastic enclosures or permanent pool enclosures of any kind may be constructed or installed without the approval of the ACC.

(20) **POLES AND OVERHEAD WIRES**

No poles shall be permitted within the subdivision except poles that are installed by the City of Eagle

7- DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

8

Point as street light standards. Flags, official or decorative, are allowed when mounted on the front, side, or back of the house. Height and size restrictions shall apply. No overhead wires shall be erected or used for any purpose. No outside radio or television antennae will be allowed. Satellite discs may be approved by the ACC if they are limited in size and the location and height is approved by the ACC.

(21) **CREEK MAINTENANCE REQUIRED**

Lots may have a creek or drainage within or adjoining one of the lot boundaries. The creek or drainage may be part of the City of Eagle Point's or the developments storm drain system. If so, the City and/or the Developer have a drainage easement across the lot. When a home is built on any of these Lots, it will become the responsibility of the Owner to maintain the drainage channel by keeping it free of obstructions and/or contamination thereafter. No fence shall be built across the drainage channel or any portion of the drainage easement that is below the high water mark as defined by the City of Eagle Point. The burden of this covenant shall run with the land and the benefit will run with the drainage easement so that the covenant may be enforced by the City of Eagle Point against the Owner. If the Owner fails to perform his or her obligations under this covenant, it shall be considered a public nuisance which may be abated in accordance with procedures prescribed by City ordinances and an assessment levied against the lot for the cost of abatement. Owners agree to indemnify and hold harmless the Developer and the City of Eagle Point from any movement of the channel and/or the banks of said channel from its present location.

(22) **SOILS and SLOPE REQUIREMENTS**

The Developer assumes no responsibility whatsoever for any damages resulting from, but not limited to, the soils, soil compaction, expansion, topography, and/or drainage in Eagle Point Golf Community. It is the responsibility of the Owner(s), the Owner's engineer, and the Owner's construction contractor to ensure and provide that all types of construction are in accordance with the recommendations of a licensed soil and structural engineer.

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IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed this 8 day of July, 2005.

EAGLE POINT DEVELOPMENTS LLC



C. A. Galpin, Member

“Developer”

8- DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

9

STATE OF OREGON)



STATE OF OREGON)

) ss:
County of Jackson)

July 8th, 2005

Personally appeared C.A. GALPIN who, being duly sworn, did say he is the sole Member of Eagle Point Developments, LLC, a limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members; and acknowledged said instrument to be its voluntary act and deed.

Before me:

Guilaine Erceg
Notary Public for Oregon
My Commission Expires: Oct. 14, 2006

9- DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

10

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EXHIBIT " A "

Beginning at the INITIAL POINT, a 5/8" iron rod at the Southwest corner of Lot 230 of " EAGLE POINT GOLF COMMUNITY, PHASE 7 ", as recorded in Volume 30, Page 42 of the Plat records of Jackson County, Oregon and recorded in the Jackson County Surveyor's office as filed survey number 18344; thence South 76°24'52" East along the Southerly line of said Lot 230, 168.60 feet to a 5/8" iron rod on the Westerly right of way line of Pebble Creek Drive; thence South 62°38'43" East along the Southerly boundary of said EAGLE POINT GOLF COMMUNITY, PHASE 7 ", 51.65 feet to a 5/8" iron rod on the Easterly right of way line of Pebble Creek Drive; thence South 66°50'41" East along the Southerly line of Lot 231 of said "EAGLE POINT GOLF COMMUNITY, PHASE 7", 120.23 feet to a 5/8" iron rod at the Southeasterly corner of said Lot 231; thence South 13°35'18" West, 130.73 feet to a found 5/8" iron rod per survey number 18344, as filed in the Jackson County Surveyor's office; thence South 17°34'55" West, 240.11 feet to a found 5/8" iron rod per survey number 18344, as filed in the Jackson County Surveyor's office; thence South 51°18'37" West, 129.51 feet to a found 5/8" iron rod per survey number 18344, as filed in the Jackson County Surveyor's office; thence South 38°48'28" West, 99.75 feet to a found 5/8" iron rod per survey number 18344, as filed in the Jackson County Surveyor's office; thence South 89°53'18" West (Record, South 89°52'40" West), 575.07 feet to a 5/8" iron rod; thence North 04°01'21" West, 134.68 feet to a 5/8" iron rod; thence South 89°52'40" West, 29.86 feet to a 5/8" iron rod; thence North 00°07'19" West, 175.71 feet to a 5/8" iron rod; thence North 57°22'16" East, 45.18 feet to a 5/8" iron rod; thence North 83°26'16" East, 114.01 feet to a 5/8" iron rod; thence North 06°33'44" West, 26.02 feet to a 5/8" iron rod; thence North 83°26'21" East, 160.88 feet to a 5/8" iron rod; thence North 10°59'24" West, 136.60 feet to a 5/8" iron rod; thence North 70°10'47" East, 296.84 feet to the initial point of beginning.

Eagle Point Golf Community, Phase 12, and containing 9.0 acres

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