

DESIGN GUIDELINES  
Eagle Point Golf Community  
Design Review Committee ("DRC")

***Declaration of Covenants, Conditions, Restrictions and Easements for Eagle Point Golf Course Community ("1995 Declaration")*** (recorded 7/25/1995)

**Section 11 Architectural Standards**

**11.1 General.**

No structure shall be placed, erected or installed upon any Unit and no improvements (including, but not limited to, staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, planting or removal of landscaping materials and installation or removal of an irrigation system) shall take place except in compliance with this Article and the Design Guidelines and upon approval of the appropriate committee under Section 11.2.

Any Owner may remodel, paint or redecorate the interior of structures on his or her Unit without approval. However, modification to the interior of screened porches, patios and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All dwellings and landscaping constructed or placed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer.

**11.2 Architectural Review.**

Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by the two committees as described in subsections (a) and (b). The members of the Committees need not be Member of the Association or representative of Members, and may, but need not include architects, engineers or similar professionals whose compensation for professional services, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees to be paid in full prior to review.

**(a) paragraph 2 Design Review Committee.**

The DRC shall have exclusive jurisdiction over all original construction on any Units owned by Declarant, any affiliates of Declarant or any Builder. In addition, the DRC shall have exclusive jurisdiction over original construction on all Units owned by Retail Owners until the earlier of (i) the date upon Retail Owners own 90% of the Maximum Units, or (ii) the expiration of 25 years after the conveyance of the first Unit to a Retail owner, at which time the Modification Committee will assume such jurisdiction.

**11.4 Submission of Plans and Specifications.**

**(a)** No construction or improvements shall be commenced, erected, placed or maintained on any Unit nor shall any exterior addition, change or alteration be made thereto, until the plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout and screening therefor shall have been

submitted to and approved in writing by the DRC or MC as appropriate. The Design Guidelines shall set forth the procedure for submission of the plans.

**(b)** In reviewing each submission, the DRC or MC, as appropriate, may consider visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external designs with surrounding structures and environment and location in relation to surrounding structures and plant life and harmony (where appropriate due to proximity) with the design, planting, landscape and layout of the Golf Course. The committees may require relocation of native plants within the construction site or the irrigation system for the landscaping including the natural plant life on the Units as a condition of approval of any submission.

The DRC or the MC, as appropriate, shall within 45 days after receipt of each submission of the Plans, advise the party submitting the same, in writing, at an address specified by such part at the time of submission, of (i) the approval of Plans, or (ii) the segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding and suggestions for the curing of such objections. In the event the appropriate committee fails to advise the submitting party by written within the time set forth above of either the approval or disapproval of the Plans, approval shall be deemed to have been given. Notice shall be deemed given a the time the envelope containing such notice, properly addressed and postage prepaid is deposited with the U. S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

**(c)** If construction does not commence on a project for which Plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Declarant for reconsideration.

### **11.5 No Waiver of Future Approvals.**

Each Owner acknowledges that the members of the DRC and MC will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approvals of proposals, plans and specifications, or drawings for any work done or proposed; or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.

### **11.7 Limitation of Liability**

Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the DRC nor the MC shall bear any responsibility for insuring the structural integrity or soundness of approved construction or modification, nor for insuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit.

### **11.8 Enforcement**

Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement, restore the land to substantially the same condition as existed prior to the nonconforming work, and/or make such modifications as necessary to remove the nonconformity. Should an Owner fail to remove, modify and/or restore as required, the Board or its designee

shall have the right to enter the property, remove the violation, restore the property to substantially the same condition as previously existed, and/or make such modification as necessary to remove the nonconformity. All costs, together with interest at the rate of 12% per *annum* or the maximum rate then allowed by law, whichever is less, may be assessed against the benefited Unit and collected as a Specific Assessment unless otherwise prohibited in the Declaration.

Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the DRC and MC.

### **Section 11.9**

**(a)** The work of construction and installation of landscaping in the backyard area of any unit adjacent to the Golf Course shall be completed within nine (9) months from the date of completion or residential structure on such Unit.

**(b)** All grass lawns planted on Units or Areas of Common Responsibility adjacent to the Golf Course shall be of equal or better grade than the Golf Course grass. All burrowing animals, including but not limited to gophers, moles and squirrels, which appear on any Unit adjacent to the Golf Course shall be exterminated as expeditiously as possible.

**(c)** Back yard fences located in the Golf Course area of Golf Course Lots, other than fences separating a Golf Course Lot from another Golf Course lot or fences separating a Golf Course Lot from Common Areas, are not required and are discouraged, but where they are installed, they must conform to the design standards of the DRC or MC. In addition, such fences, prior to installation, must have the written approval of the Golf Course.

**(d)** No structure greater than four (4) feet in height may be constructed or maintained within the "golf course area", except for fences constructed in accordance with the standards of Section 11.9 (c), and no hedge, mass planting or shrub shall be maintained within the golf course area at a height greater than four (4) feet from the grade of the Unit adjacent to the Golf Course. The provisions in this section relating to plantings shall not apply to side yards within the Golf Course extending from the Unit boundary line adjacent to the Golf Course to a depth of the lesser of twenty-five (25) feet or to the wall of the residential structure on the Unit: the golf course area shall include a side yard where the side yard is adjacent to the Golf Course and not adjacent to a Lot designated for a residential structure; in a side yard, the golf course area shall extend from the Unit boundary line adjacent to the Gold Course to a depth of the lesser of five (5) feet or to the wall of the residential structure on the Unit.

### **Section 12.6 Initial Use Guidelines and Restrictions- Restricted Activities**

#### **(b) Restricted Activities**

**(ix)** any construction, erection or placement of ornamentation or other objects or equipment, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except for reasonable and typical holiday ornamentation which shall be placed on a Unit only during the normal holiday periods for which the ornamentation is designed, and except as may be approved by the DRC or MC.

**(c) Additional Restrictions Relating to Golf Course.**

**(iii) Private Yard Areas.** The portion of each Unit that is adjacent to the Golf Course and twenty feet (20') in depth measured from the Golf Course boundary shall be referred to herein as "Golf Course Adjacent Area". Golf Course Adjacent Areas shall be used only as turf, natural or garden areas, including walkways and retaining walls. With the DRC's or the MC's approval, each Owner shall have the right to plant grass varieties and other types of vegetation and establish an irrigation system on the Golf Course Adjacent Area. Each Owner's maintenance obligations shall include performing all necessary landscaping and gardening to properly maintain and periodically replace trees, plants, grass and other vegetation located in the Golf Course Adjacent Area.

**(iv)** The installation of turf or other landscaping in the Golf Course Adjacent Areas shall be completed within ninety (90) days from the completion of the residence on the Unit in question. This time period may be extended by the DRC.

**(v)** All grass planted in the Golf Course Adjacent Areas shall be of a variety that is compatible with and not detrimental to the grass on the Golf Course. As expeditiously as possible, each owner of a Golf Course Adjacent Area shall exterminate all burrowing animals found in the Golf Course Adjacent Area, including, but not limited to, gophers, moles and squirrels.

**(d) Prohibited Conditions.**

**(ii)** sprinkler or irrigation systems or wells of any type which draw upon water from creeks, streams, ponds or other ground or surface waters within the Properties, except that Declarant, the Association and the Golf Course shall have the right to collect and divert storm water runoff from streets and other hard surfaces for irrigation and other purposes;

**(iii)** hedges, walls, dog runs, animal pens or fences of any kind on any Unit except as approved in accordance with Article XI;

**(iv)** excessive exterior lighting on any Unit. The Board shall, in its sole discretion, determine whether any exterior lighting is excessive.

***Declaration of Covenants, Conditions, Restrictions, and Easements for Eagle Point Golf Community and Lakeside Park Subdivision ("Declaration")*** (recorded 11/2/2000)

**12.6 Initial Use Guidelines and Restrictions**

**(c) Restricted Activities** The following activities are prohibited within the Properties unless expressly authorized by and then subject to such conditions as may be imposed by the Board:

**(ii)** subdivision of a Unit into two or more Units after a subdivision plat including such Unit has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any Unit, except that the declarant and Builders, with Declarants consent, shall be permitted to subdivide or change the boundary lines of Units which they own;

**(viii)** any construction, erection or placement of ornamentation or other objects or equipment, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except for reasonable and typical holiday ornamentation which shall be placed on a Unit only during the normal holiday periods or which the ornamentation is designed, and except as may be approved by DRC or MC.

**(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 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.

**(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.

**(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 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.

#### **(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 building, 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 with the portion of the Property.

#### **(12) FENCES and HEDGES**

Unless a variance is granted in writing from 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.

#### **(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 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.

**(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 exaction 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 Point as street light standards. Flags, official or decorative, are allowed when mounted on the front, side, or back of the home. 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.

**(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.

***Supplemental Declarations Subjecting Additional Real Property to Declaration- Phase 13***

(recorded 8/3/2006)

**(1) DWELLING SIZE**

The ground floor of a one-story dwelling, exclusive of open porches and garage in Phase 13 shall not be less than 1,800 square feet. 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 1,200 square feet, exclusive of open porches and garages.

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

(recorded 4/4/2000)

**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.

**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 and 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.

## **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 material shall not be allowed on any part of 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 limited visual impact from the street or the golf course, or distracts 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.

## **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, 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 (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.

## **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 City of Eagle Point approval have been established and are available at escrow closing or at the Declarant's offices.

#### **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 damages, 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.

***Amendment to Architectural Review Committee Declaration of Residential Guidelines and Contractor Standards for Eagle Point Golf Community and Lakeside Park Subdivision***

(Recorded 11/1/2000)- replaces Section 9 of the Declaration filed 4/4/2000 with the following:

**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.

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.

***Second Amendment to the Declaration of Residential Guidelines and Contractor Standards for Lakeside Park Subdivision and Eagle Point Golf Community- Phase II and Phase III (recorded 10/8/2001)- corrected***

paragraph two of Section 9 filed 4/4/2000 & 11/1/2000 as follows (see bolded):

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 lots, at their sole expense, must construct fences using four foot (4') high wrought iron. In some cases, at the sole discretion of the Declarant or its authorized representative, the four foot high fence permitted to be constructed with wrought iron may consist of a standardized three foot (3') high wall with a one foot (1') wrought iron balustrade to achieve the four foot (4') required height. In all cases, **however, the fence material, design, color, and location will be strictly regulated by ARC and must be approved by ARC prior to commencement of construction.** Contact the Architectural Review Committee for fence requirements pertaining to each lot and to determine which golf course lots, if any, are exempt from foregoing fencing requirements.