

Jackson Oaks Neighborhood

Declaration of Covenants, Conditions and Restrictions for the Jackson Oaks Neighborhood of Twin Creeks, Transit-Oriented Development Project

City of Central Point, Jackson County, Oregon

Twin Creeks Development LLC, an Oregon limited liability company (“Declarant”), being a party in interest of all the real property located in the City of Central Point, County of Jackson, State of Oregon, being a Subdivision known as JACKSON OAKS PHASE 4 (“Subdivision”) as the same is particularly described in the recorded Plats for this subdivision on file with the County Clerk of Jackson County, Oregon, does hereby make the following Declaration of Covenants, Conditions and Restrictions (“CC&R’s”) covering the above described real property specifying that this declaration shall constitute covenants to run with all the land and shall be binding on all persons claiming under them, and that these Covenants Conditions and Restrictions shall be for the benefit of and shall be limitations upon all future owners of said real property within Jackson Oaks, Phase 4.

All lots and parcels of real property in the Subdivision, hereafter conveyed, leased, rented, or occupied shall be subject to the following CC&R’s:

I. Jackson Oaks is a “Traditional Neighborhood”

- 1.1 Traditional Neighborhoods Have a Variety of Housing Types. Unlike some typical subdivisions, Jackson Oaks anticipates a variety of different housing types within the neighborhood, including large lot homes, standard lot homes, small lot ‘Charleston’ homes and accessory units.
- 1.2 Traditional Neighborhoods Don’t Wall People Out. Unlike gated subdivisions, Jackson Oaks is public and a component of the greater community. Its streets, parks, open spaces and common areas are meant to interconnect with the adjacent neighborhoods.
- 1.3 Jackson Oaks has an Architectural Vision. Unlike homes in some typical subdivisions, the homes in Jackson Oaks are required to meet the City of Central Point TOD Design Development Standards. These standards provide protection for the other homeowners within the neighborhood; yet allow enough design flexibility to assure variety, interest and personal expression in the design of homes. The Site and Building Design Development Standards for single-family dwellings are summarized below.
- 1.4 City of Central Point TOD Site and Building Design Development Standards Summary

17.67.070 Building Design Standards

1. All buildings are encouraged to adopt ‘sustainable design’ practices to conserve energy and resources, with strategies such as natural ventilation, passive heating and cooling, day lighting, sun-shading devices for solar control, water conservation, appropriate use of building mass and materials and careful integration of landscape and buildings. (Refer to A. General Design Requirements 1, 4)
2. Attention shall be paid to architectural elements such as building forms and massing, building height, rooflines and parapet features, window size, orientation and detailing, materials and color. (Refer to B. Architectural Character 1.c)

3. The primary building entry should orient to the street, or if on a corner lot, orient to either street or the corner. The main entrance should be prominent, interesting and pedestrian accessible. A porch, at least 8' wide by 5' deep, covered by a roof supported by columns or brackets, should be provided. Building elevation changes are encouraged to make a more prominent entry, with a maximum elevation of not more than half-a-story in height or 6' from grade whichever is lesser. (Refer to C. Building Entries 3.a -f)
4. The dominant feature of any building frontage visible from a pedestrian street or public open space shall be the habitable area with its accompanying windows or doors. (Refer D. Building Facades 1.e)
5. All buildings shall be constructed with exterior building materials and finishes that are of high quality, with all facades along a pedestrian route of suitable durable materials, which are low maintenance, weather resistant, abrasion resistant and easy to clean. (Refer to D. Building Facades 1.g, h)
6. All visible building facades along or off a pedestrian route, including side or return facades are to be treated as part of the main building elevation and articulated in the same manner, with continuity of use of the selected approved materials. (Refer to D. Building Facades 1.i)
7. The City will regulate garage setbacks as per D. Building Facades 3.a.1-2
8. All building elevations facing a pedestrian route shall not consist of undifferentiated blank walls, but shall be articulated with architectural detailing such as windows, dormers, porch details, balconies or bays. (refer to D. Buildings Facades 3.a.3)
9. Flat roofs in LMR are not permitted. The minimum for sloped roofs is 5:12, and no more than 12:12. All eaves shall overhang building walls at a minimum 12" deep on all sides. (Refer to E. Roofs 2.a - d)
10. Lighting shall not draw inordinate attention to the building façade. Porch and entry lights are encouraged, with no exterior lighting exceeding 100 watts per fixture. (Refer to F. Exterior Building Lighting 2.a - c)

1.5 All home designs must undergo the design review process and are subject to the enforcement provisions, as described below in Section II.

II. Effect of Declarations; Termination; Amendment

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the County Clerk of Jackson County, Oregon, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the County Clerk of Jackson County, Oregon. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the County Clerk of Jackson County, Oregon. For purposes of voting under this provision, Owners of Lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot that is subject to this Declaration.

III. Definitions

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

- a) "DRC" shall mean the Design Review Committee as provided for and established in this Declaration.
- b) "Association" shall mean the Jackson Oaks Common and Open Space Maintenance Association, an Oregon non-profit corporation.
- c) "Board" shall mean the Board of Directors of the Association.
- d) "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.
- e) "Common and Open Space Areas" shall mean:
 - All the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the public; and
 - Those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, parks etc. are the type of areas and improvements included herewith.)
- f) "Declarant" shall mean Twin Creeks Development Co. L.L.C., an Oregon Limited Liability Company, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.
- g) "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of the Jackson Oaks Neighborhood.
- h) "Development Period" shall mean the period of time the Declarant or Builders are engaged in the development or sales of Lots, or activities related thereto, anywhere on the property. The development period shall end when the Declarant and Builders convey all Approved Lots to Owners other than the Builders.
- i) "Board of Directors" shall mean the Board serving until replacement.
- j) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common and Open Space Areas; and (2) tracts dedicated to utility districts and government entities.
- k) "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot that shall be inseparably appurtenant to each Lot.
- l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.
- m) "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

IV. Easements; Rights in Common and Open Space Areas

- 4.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow or drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the DRC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the DRC.
- 4.2 Cluster Lots. Lots 7 through 11 are considered "Cluster Lots". These cluster Lots will share a common access to individual driveways. The Lots sharing a common access will share equally in all maintenance and/or repairs of said access. Such repairs shall be at the mutual consent of a majority of said Owners. Any Owner who shall have paid his share of the access may bring action against a non-paying Owner or the Owner's property.
- 4.3 Lot Owner's Rights in Common and Open Space Areas. Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common and Open Space Areas owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:
- a) The rights of the Association to adopt rules and regulations;
 - b) The right of the Association to exclusive use and management of said Common and Open Space Areas for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;
 - c) The rights reserved to the Declarant in the Declaration;
 - d) The right of the Association to suspend the voting rights and right to use of the Common and Open Space Areas by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;
 - e) The Declarant bears the right to dedicate or transfer all or any part of the Common and Open Space Areas to any public agency, authority or utility for such purposes.
- 4.4 Declarant's Rights in Common and Open Space Areas.
- a) Reservation of Control. The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common and Open Space Areas for its business use and purposes, including but not limited to uses and purposes related to the

construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common and Open Space Areas to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common and Open Space Areas. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in Section 9.18 below. The Declarant shall convey and quit claim the Common and Open Space Areas to the Association, free and clear of encumbrances, and the control or the management and administration of the Common and Open Space Areas shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

- b) Costs. Until such time as the Common and Open Space Areas shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common and Open Space Areas. Upon conveyance of the Common and Open Space Areas to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common and Open Space Areas.
- c) Additional Common and Open Space Areas. If additional adjacent properties shall be subjected to this Declaration, Common and Open Space Areas located therein shall, in like manner be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common and Open Space Areas are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common and Open Space Areas shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common and Open Space Areas conveyed to the Association. Costs of maintaining and operating Common and Open Space Areas located in additional adjacent properties shall be covered as provided in paragraph 4.4.b above.

V. Design Review Committee

- 5.1 Design Review Committee (DRC). There shall be a Design Review Committee (DRC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control. The DRC shall consist of three (3) members. The members of the DRC during the Development Period shall be appointed by the Declarant and shall serve until the Declarant appoints new members. In the case of the death, disability or resignation of any member or members of the DRC, the surviving or remaining member or members shall have full authority to designate a successor or successors. DRC meetings will be held as needed and minutes of all meetings will be kept and made available to Association members on request.

The DRC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate DRC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association, the Association may, where practical, combine the

Design Review Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the DRC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such DRCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same: and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual DRCs, the vote for each DRC shall be restricted to the properties for which said DRC is responsible.

- 5.2 Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, shops, sheds, play structures, gazebos or other structures to be constructed or modified within the Property shall be approved by the DRC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the DRC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the DRC.

The DRC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the DRC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required. All plans and specifications for approval by the DRC must be submitted at least ten (10) days prior to the proposed construction starting date. Two complete sets of said plans and specifications shall, in each case, be delivered to the DRC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the DRC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the DRC. The maximum height of any residence may be established by the DRC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the DRC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the DRC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the DRC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design the DRC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the DRC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The DRC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the DRC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the DRC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, and/or seasonal shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

5.3 Building and Landscaping Requirements and Restrictions. The following building and landscaping restrictions govern the property and must be adhered to:

- a) Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yard landscaping must be completed within six (6) months from the date of completion of the Building or Structure constructed thereon or within fourteen (14) months from the commencement of construction, whichever shall occur first. In the event of undue hardship due to weather conditions an extension of time may be granted upon prior written approval of the DRC. Should more than six (6) months elapse (not including a duly-granted extension) since the date of completion or fourteen (14) months elapse (not including a duly-granted extension) since the beginning of construction of the Building or Structure on any Lot or Building Site, and front yard landscaping has not been completed, Declarant, at 15-day written notice to the Owner of the Lot or Site may, at the Owner's expense for cost plus 15%, complete or cause to be completed said landscaping. Failure by Owner to complete landscaping in a timely manner as described above shall also constitute permission by the Owner for Declarant or its agents to enter and remain upon Owner's property for completion of landscaping.
- b) All buildings shall be designed and constructed as per the City of Central Point TOD Zoning Code and TOD Design Development Standards.
- c) All landscaping for any Lot requires written approval from the DRC prior to installation.
- d) No building or structure shall be erected, constructed or maintained or permitted upon such residential Lots, except upon a Building Site as herein defined.
- e) No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one single family dwelling, for single family occupancy only, not to exceed building heights as specified in the City of Central Point TOD District Zoning Standards, and a private garage for not more than three (3) standard sized automobiles or carport for not more than one (1) standard sized automobile and one accessory dwelling unit. Exceptions to this section are Lots 24, 25, 48, 57, 61, and 66, which are designated as Duplex lots. Additional Buildings or Structures may be permitted on a Lot or Building Site only upon written approval of the DRC (see 5.2 above).
- f) All fences, or boundary walls situated anywhere upon any residential Lot or Building Site must be approved in writing by the DRC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall not detract from the appearance of the dwelling house located upon the Lot or Building Site or be offensive to the Owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent Lots or Building Sites. Owners hereby agree and shall be obligated to pay one-half the ordinary and reasonable cost of common fences between abutting properties. Any dispute of this provision shall be submitted in writing to the DRC for resolution, whose decision shall be made within ten (10) days of submittal, and be final and binding. The finished side of any fence (as approved by

the DRC) that is visible from pedestrian routes or streets shall face the pedestrian routes or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the DRC for specific purposes. Per City of Central Point zoning code, no fence shall be more than four (4) feet in height without a variance being granted by the City of Central Point and written approval from the DRC. Fences shall not be permitted in any front or side yard between the front or side façade and the abutting street. Hedges in a front or side yard between the building façade and abutting street shall not exceed three (3) feet in height. Fences or hedges along an alley must be set back a minimum of ten (10) feet from the rear and/or side property line. Hedges or vegetative screens shall not exceed six (6) feet in height. Landscaping or vegetation shall not violate City of Central Point sight distance standards.

1. Black vinyl coated chain link fence may be used in rear yards only.
 2. All residents of the City of Central Point who desire fencing on their property must obtain fencing permit from the City of Central Point.
 3. All fencing shall be constructed inside the property line. No fencing shall be constructed on any property line.
- g) No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The DRC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the DRC determine that there is an unreasonable interference, they shall notify the Owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the Owner.
- h) No lines or wires for the transmission of current, cable television signals, or for telephone use shall be constructed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. Television or satellite dish (39" diameter or less) antenna may be installed with prior written approval from the DRC as to the location of such facilities. No housetop radio or other type of antenna shall be erected or placed on any residential site without the written approval of the DRC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the DRC.
- i) No poles shall be permitted. Decorative flags that attach to the house or porch, with a pole length of no more than four (4) feet, are permitted. No front yard flag poles, and no front yard or street basketball poles and/or backboards will be allowed without written approval of the DRC. Temporary or portable basketball poles shall be lowered and placed behind a fence when not in use.
- j) Outdoor flood lighting, spot lighting are prohibited without the written consent of the DRC. Property owner-installed and maintained dusk-to-dawn lighting (lights with photovoltaic sensors that turn on at dusk and remain lighted until sunrise when they automatically shut off) is prohibited on residential Lots.
- k) Owners may not remove any trees measuring six inches or more at a point measured two feet above ground level from any portion of the property/lot without the prior approval the DRC.
- l) Owners shall not prune or maintain street trees. Maintenance of the street trees is the responsibility of the Common and Open Space Maintenance Association.

5.4 Use Restrictions. The following use restrictions govern the property and must be adhered to:

- a) No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site or within any building located on a residential Lot or Building Site without prior written approval of the DRC and the City of Central Point according to the TOD District and Corridors Zoning Code, Chapter 17.65. No goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, are to be kept, parked, stored, dismantled, or repaired outside on any residential Lot or Building Site or on any street within the existing property except that the DRC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the DRC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the Neighborhood.
- b) The above restrictions shall not restrict the following:
 - 1. The use of a private office so long as related activities do not create an annoyance or nuisance to the Neighborhood or the adjoining Owners. The DRC shall be the sole judge as to whether the activity creates an annoyance or nuisance.
 - 2. The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the DRC.
- c) No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be screened so as not to be visible from any street or adjacent properties or residences.
- d) No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the DRC.
- e) The streets in front of the Lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature.
- f) Boats, trailers, camper vehicles, trucks, or other vehicles over 6 feet in height (measured from the bottom of the tire of the trailer) of any nature shall not be stored on any residential Lot or Building Site with the exception of Lots 1 through 12. Such vehicles stored on Lots 1-12 shall be parked behind the adjacent front building line of the residence and screened by a fence or gate from view from the street or pedestrian route. The DRC shall have the right to establish policy, in its sole discretion, with respect to the temporary storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential Lot or Building Site. The DRC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the DRC.
- g) No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.
- h) All mailboxes must be located in those areas so designated by the DRC. Structures containing such mailboxes must be approved by the DRC.

- i) No sign of any kind shall be displayed unless written approval is received from the DRC and meets the requirements of the City of Central Point TOD Design Development Standards, with the exception of one (1) temporary real estate “for sale” or one (1) “for rent” sign. One (1) “Open House” sign per lot may be placed temporarily. The Declarant may install larger signs during the Development Period for the promotion and marketing of said new homes. The Declarant and/or Builders of new homes may install one (1) temporary sign until such time as the property is conveyed to the retail owner. Said signs shall be in good taste and shall be subject to the approval of the DRC with respect to design, location, and term of installation. All signs to be placed on the lot they pertain to.
- j) No exterior clotheslines are allowed in the front yard.
- k) No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the DRC and subject to any reasonable conditions the DRC may establish for the protection, enjoyment, and general welfare of the community.
- l) No woodpiles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the DRC, an objectionable view from any street or for adjacent property Owners.
- m) No children's play areas, including but not limited to sandboxes, swing sets, jungle gym sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The DRC will determine whether or not the facility is objectionable. Approval must be requested prior to installation.
- n) No Owner may engage in any obnoxious or offensive activity anywhere upon the Property that violates the right of any other Owner or resident to his or her right of quiet enjoyment of Property.
- o) All Owners are required to maintain their Lot and any improvements thereon in a good, clean, attractive condition, order and repair consistent with a high quality development. The DRC may establish written standards for maintenance that must be followed by all Owners.
- p) Owners must keep all trash cans and other trash receptacles out of public view, within an enclosed or screened area so as not to be visible from any street or Single Family Lot or Cluster Housing Lot and, otherwise, in location(s) from time to time specified or approved by the DRC. Owners are responsible to take all appropriate measures to ensure that their trash does not become litter anywhere in the Property, and the Association hereby is granted the authority, exercisable at the option of the DRC, to contract with one or more trash collection companies exclusively to serve some or all of the portions of the property, and the costs thereof may be assessed equitably among Owners.

VI. Fees

- 6.1 Attorney Fees and Costs. In the event of any suit, action, or arbitration arising out of this Declaration, or in the further event suit or action is instituted to enforce any of the covenants, conditions, or restrictions contained herein, the prevailing party shall be entitled to its reasonable attorney fees and costs in such suit, action, or arbitration and shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees in such case, suit or action in any appeal there from.
- 6.2 Collection of Fees and Costs. Any fees and/or costs incurred by Declarant under any provision herein shall be collectible by and through any means authorized by law including, but not limited to, the placement of a lien upon owner’s property in accordance with applicable Oregon Revised

Statutes. This section shall in no way limit the enforcement powers of the Board under Section 9.23, supra.

IN WITNESS WHEREOF, the authorized signor for Declarant herein, has hereunto set his hand and seal this _____ day of _____ 20__.

DECLARANT:

TWIN CREEKS DEVELOPMENT CO., LLC
An Oregon Limited Liability Company.

By: _____
Bret A. Moore, Manager

STATE OF OREGON)
)SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ , by _____ as authorized signor for Twin Creeks Development
Co., LLC
An Oregon Limited Liability Company.

NOTARY PUBLIC FOR OREGON
My Commission Expires _____