

CENTRAL POINT EAST/WHITE OAK ESTATES

Declaration of Covenants Conditions and Restrictions for
All Phases of the Central Point East Development Project
City of Central Point, Jackson County, Oregon

White Oak Property Investments, L.L.C. 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 CENTRAL POINT EAST DEVELOPMENT/WHITE OAK ESTATES, (“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”) 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 described in EXHIBIT “A” which is attached hereto and made a part hereof.

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; which hereby supersede any prior recorded CC&Rs relating to the subject property, including those recorded on 12/17/98 in the Official Records of Jackson County as Document Number 98-58776, and on 3/16/98 in the Official Records of Jackson County as Document Number 99-13416, and on 3/18/99 in the Official Records of Jackson County as Document Number 99-13948:

1. The purpose of these CC&R’s is to insure the use of each lot and parcel of real property located in the Subdivision, for attractive residential purposes, to prevent nuisances, and to prevent the impairment of the attractiveness and the value of the real property in the Subdivision.
2. All lots in the Subdivision shall be known and described as residential lots and shall not be used for the purpose of conducting a business, trade, or profession except as provided for a home occupation by the City of Central Point. All homes are to be site built and mobile homes or modular homes will not be allowed.
3. No structures shall be erected, placed, altered or permitted to remain on any of the said residential lots other than one detached single family dwelling and a private garage for not more than three cars. Other outbuildings incidental to residential use of the lot must be approved in advance by the Central Point East Development Maintenance Committee.

Any covenant condition or restriction in this document indicating a preference limitation or discrimination based on race color religion sex handicap familial status or national origin is omitted as provided in 42 USC SEC 3604 unless and only to the extent that the restriction (A) is not in violation of State or Federal Law (B) is exempt under 42 USC SEC 3607 or (C) relates to a handicap but does not discriminate against handicapped people.

4. The plans, specifications, including but not limited to the roof, siding, windows, exterior colors of the structure and roof, and plot plan for the residential dwelling, garage and outbuildings to be constructed upon each lot in the Subdivision (including the front yard landscaping and placement of improvements upon the lot) shall be approved by the Central Point East Development Maintenance Committee before construction may commence. Approval thereof shall include having decorative masonry stone or brick on the front of the home, lap siding shall include having decorative masonry stone or brick on the front of the home, lap siding on all four sides, and said approval shall be obtained by written application of the owner to the Central Point East Development Maintenance Committee primarily as to conformity with the standards set forth herein, and harmony of external design with existing structures. The Central Point East Development Maintenance Committee is to see that overall planning is not impaired with no greater restriction upon the free and undisturbed use of such lot or parcel than is reasonably necessary. Said Central Point East Development Maintenance Committee shall, within (thirty) 30 days from the application for approval, either approve or disapprove said plans or specifications. If all Committee Members do not concurrently approve or disapprove said plans or specifications within said period of (thirty) 30 days they shall be deemed approved; provided that they comply with all other provision in these covenants.

- A. Establishment of Central Point East Development Maintenance Committee. The Central Point East Development Maintenance Committee shall consist of representatives from Central Point East/White Oak Estates Subdivision. Central Point East Development Maintenance Committee Members may be contacted in writing at Post Office Box 5612, Central Point, OR 97502. All approvals must be in writing unless otherwise provided herein.

Central Point East Development Maintenance Committee shall consist of no less than five (5) residents who are volunteers and who currently live within the Subdivision. Term of service shall be two (2) years from January 1 of the year of appointment. Each calendar year, two (2) or three (3) Members shall be replaced by two (2) or three (3) newly appointed residents of Subdivision, thus leaving existing Members for experience and training of newly appointed Members. New Members shall complete an application for committee membership that shall be reviewed by current Committee Members. Appointment to Committee will be based on approval by existing Committee. If there are no applicants for appointment to the Central Point East Development Maintenance Committee, then the Central Point East Development Maintenance Committee Member's term shall continue until a Homeowner submits his or her name for appointment and is approved by existing Members. Contact with the Central Point East Development Maintenance Committee, shall be at an address and telephone number designated by the Members. Decisions by the appointed Committee Members will be decided by majority vote.

- B. Liability. Neither the Central Point East Development Maintenance Committee or any member thereof shall be liable to any owner, occupant, or builder, for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.
- C. Duties and Responsibilities of Central Point East Development Maintenance Committee. The Committee shall be responsible for inspecting, maintaining and insuring the below described Common Improvements, and its duties shall be as follows: The Committee shall bill and collect funds from Lot Owners as may be needed for inspection, maintenance, insurance and other out-of-pocket expense, and the funds shall be placed in a bank account to pay for said costs. The Committee shall contract with an efficient landscape and maintenance company entity to maintain the Common Improvements (as are herein defined), which maintenance is the joint responsibility of the Lot Owners of the Central Point East and of the White Oak Estates Subdivision.
- D. The Common Improvements. The Common Improvements located within Central Point East and White Oak Estates include: (1) fencing associated with any Privacy-Barrier constructed as shown on the Official Recorded Plat of the Subdivision, (2) the landscaped easement area located behind any Privacy-Barrier fencing, (3) the White Oak Estates sign located at the entry thereto, (4) the lighting, sprinkler systems and landscaping, (5) the unimproved grassy area located at the intersection of Beebe and White Oak, (6) the perimeter fencing along Hamrick Road and Biddle Road, and (7) the landscaped planters located at the entries to the Central Point East Subdivision at Biddle Road and Hamrick Road, (8) the City and County owned grassy areas along Biddle Road and Hamrick Road, and (9) the signs, lighting, sprinkler systems and landscaping associated with the Central Point East Subdivision Official Recorded Plats recorded in the Jackson County records.
- E. Costs of Common Improvements Maintenance and Insurance. The Committee shall share the duties described herein, and shall collect the above described funds, which are presently estimated to be a total amount of \$50.00 per lot, per year. Said costs will be apportioned to each lot developed in the White Oak Estates and the Central Point East Subdivision; and each Lot Owner shall make payment to the Committee at its designated address shown on the billing invoice within 30 days of when billed. Fee is subject to annual review by the Committee and will be adjusted accordingly.
- F. Violations and Fines. The Central Point East Development Maintenance Committee Members will periodically check residences in the Subdivision for CC&R violations. Upon observation of a CC&R violation(s) at a residence, a written notice will be mailed to that Home Owner giving the Home Owner thirty (30) days to correct the violation(s).

A file will be kept by the Central Point East Development Maintenance Committee of the violation notices. If after thirty (30) days, the violation has not been corrected, the Central Point East Development Maintenance Committee has the authority to issue a fine to the Home Owner as outlined in the below incorporated Violation Fee Schedule.

- G. Enforcement. Each amount levied shall be a separate, distinct and personal debt and obligation of the Home Owner at the time such assessment became due and payable. The Committee shall have the right to record the lien and assessment against any Lot Owner who fails to pay the required assessment or fine within 90 days of its due date, and the costs incurred by the Committee to enforce, record, or satisfy the lien shall also be owed by the Lot Owner and shall constitute a lien on the delinquent Home Owner's property. If the total amount owed by the Lot Owner (as herein defined), is not paid by the Lot Owner within 30 days after a lien is recorded, the Committee shall also have the right, if necessary, to foreclose on the outstanding liens. This right of the Committee does not replace or prohibit the Committee from exercising any other right either by law or pursuant to these declarations of conditions and restrictive covenants. In the event the Committee brings an action to enforce each such lien and assessment obligation, any judgment rendered in any action shall include a sum for reasonable attorney's fees in such amount as the court may adjudge against the defaulting Home Owner, including reasonable attorney's fees on appeal.

H. Violation Fee Schedule.

Illegal parking of cars, RV's, boats, utility trailers, etc:	\$ 50.00 per month
Unfinished or incorrect fence color/stain:	50.00 per month
Visible garbage receptacles/basketball hoops:	25.00 per month
Unfinished/unkept landscaping:	50.00 per month
Improper outbuildings/garages, etc:	50.00 per month
Unpaid homeowners dues:	20.00 per month

- I. Insurance Provisions. The Committee shall obtain and maintain at all times insurance as set forth herein, including insurance against fire, vandalism and malicious mischief, where applicable and appropriate, with endorsement for extended coverage or other perils for the full insurable replacement value of the Common Improvements located in the Central Point East Subdivision and in White Oak Estates at Central Point East as defined herein. All improvements which the Committee decides should be insured in the Common Improvement areas shall be insured in an amount to be determined annually by the Committee and such coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard, extended coverage endorsement;
- (2) Such other risks as from time to time shall customarily be covered with respect to similar construction as found in the Common Improvement areas, including but not limited to, vandalism and malicious mischief; and

- (3) In addition, public liability insurance in such amounts and with coverage as determined by the Committee shall be obtained for bodily injury and property damage and in no event shall the insurance be less than \$1,000,000 for bodily injury with respect to any one accident or occurrence, and \$1,000,000 with respect to any claim for property damage. The Committee shall have the right to buy other types of insurance that it reasonably believes prudent to purchase for the protection of the Common Improvements. The liability insurance will include the Central Point East Development Maintenance Committee as named insureds.
5. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be used or become an annoyance or nuisance to the neighborhood. No commercial trucks over 8,000 pounds, or junked or wrecked cars will be permitted to be parked within the Subdivision. Race cars must be parked within the confines of the garage. No vehicles shall be parked on the sidewalks or in the front yard of landscaping.
6. No barns, chicken coops, rabbit hutches, kennels, aviaries or pig sties shall be erected or maintained on any lot in said Subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept, on any lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.
7. No trailer, tent or shack may be placed or erected on any lot. No trailer, basement, tent, shack or garage may at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence thereon. Parking boats, trailers, motorcycles, trucks, campers, recreational vehicles, and like vehicles or equipment shall not be allowed on any part of any lot nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. An exception will be made to allow recreational vehicles, including boats, to be parked in front of a residence or in a driveway for no more than forty-eight (48) hours for the purpose of loading or unloading.
8. No dwelling shall be laid out or constructed on any lot in said Subdivision where the total square footage of the main structure, exclusive of porches and garage is less than 1,500 square feet. Two story homes will be allowed only on pre-specified lots as approved by the Central Point East Development Maintenance Committee, and shall not be permitted unless the main floor of the home contains at least 1,200 square feet of area; and unless (in the opinion of the Central Point East Development Maintenance Committee) the second story windows or decks of the proposed home to be constructed do not unreasonably infringe on the backyard privacy of the neighbors. The contractors shall keep the construction sites clean of all debris and maintain said sites in a neat and orderly manner during construction.

9. No poles shall be permitted within the Subdivision and no outside radios, TV antennas, or unsightly satellite dishes will be allowed without pre-approval of the Central Point East Development Maintenance Committee in writing. Exposed cables or wires will be painted the same color as the surface they are affixed to. No front yard flag poles, and no front yard or street basketball poles and/or back boards will be allowed without pre-approval of the Central Point East Development Maintenance Committee in writing. Any portable sports equipment such as basketball hoops, tether ball poles, etc., must be stored in garage or behind screening fence when not in use.
10. Unless otherwise approved by the Central Point East Development Maintenance Committee all roofs shall be of architectural composition material, 25 year or more, with dura ridge type application on hips, ridges, and barge rafters. All roof colors shall be dark brown, charcoal gray, or black (to include "Weathered Wood", "Charcoal Blend" or "Black Oak Blend", or their equivalent) as may be produced by the various roofing manufacturers. All roof pitch angles must be pre-approved by the Central Point East Development Maintenance Committee and must be a minimum of 6" x 12" pitch unless otherwise approved by the Committee in writing. Unless otherwise approved in writing by the Committee, roofs shall have fascia and boxed-in eaves with an overhang of at least 12", not to exceed 24".
11. All buildings shall be finished in exterior colors in basic harmony with the surrounding natural environment. It is herein intended that structures be finished in such a color as to blend with the generally subdued tones and hues of surrounding natural features. All exterior color and siding material and window specifications and placements must be pre-approved by the Central Point East Development Maintenance Committee.
12. Except as otherwise provided herein, all fences are to be built with the same exact style and color as are currently built and existing in the "Fairways Edge" Subdivision located on the Rogue Valley Country Club Course in Medford, Oregon. (The approved paint can be purchased at ICI Dulux Paint and is known as Central Point East Fence Stain.) Lot Owners should check with the Central Point East Development Maintenance Committee. All fences are to be well kept. The intent is to have all fences uniform in materials, and they must be sealed and painted in the same color as the fencing indicated above (or its exact equivalent) and be approved by the Central Point East Development Maintenance Committee. Fences shall not be allowed on the front lot line adjacent to the street. Rear lot line and side fences are required. The maximum height of a sight obscuring fence or hedge forward of the building line shall not exceed three (3) feet in height. The maximum height of a sight-obscuring fence located on the remainder of the lot shall be six (6) feet in height. Except for exterior perimeter fences and fences on any Privacy-Barrier as described herein, all other fences shall be well constructed of cedar wood and painted to match existing fencing as indicated in Paragraph 12 above, and shall not detract from the appearance of the dwelling located upon the lot or be offensive to owners or detract from the appearance of the dwelling on the adjacent lots. Tops of all fences must be constructed relatively level and lateral fence elevation changes must occur at the fence post, and all fencing must be pre-approved by the Committee. To set the Central Point East/White Oak Estates Development apart from and above a standard subdivision, and to provide

- neighborhood identification, instead of the above fencing a contiguous 6' perimeter fence shall be erected along the outer edge of the Central Point East Subdivision along Biddle Road and Hamrick Road, and on any Privacy-Barriers. Said fencing shall be grey and white in color and made of the same type and style of vinyl fencing and material presently used in the "Meadowbrook Park Estates" P.U.D. located in the City of Ashland, Oregon.
13. All garbage receptacles and cans shall be kept clean and sanitary and shall be screened from ordinary view from adjoining lots and streets. Recessed or sunken garbage cans need not be fenced or screened. All screening by fencing and/or shrubbery shall be pre-approved by the Central Point East Development Maintenance Committee in advance in writing.
 14. All firewood and other materials stored on any lot shall be screened from the ordinary view from adjacent lots and streets.
 15. Except for political election signs that shall be removed the day after the election, no other sign of any kind shall be displayed to the public view on any lot except one professional sign advertising for sale, lease or rent. This is not to exclude a builder or developer from advertising during the construction and sales period.
 16. No swimming pool shall be constructed in any front yard area of a lot in said Subdivision. No inflated plastic enclosures or permanent pool enclosures of any kind may be constructed or installed without first having the written approval of the Committee.
 17. The construction of a home on any lot purchased must begin within four (4) months from the date of the closing of the lot purchase. Any lot sold by the Declarant and not built on immediately is to be maintained in such manner that it's appearance is not unsightly and grass and weeds are to be cut at regular intervals, so that any plant growth does not exceed ten (10) inches in height. Home construction shall be completed within six months from commencement.
 18. Each lot shall have street trees (pre-approved by the Central Point East Development Maintenance Committee) planted and maintained at the rate of one shade tree per lot frontage. Home Owner's of irregular-shaped, or graded lots may obtain written permission from Central Point East Development Maintenance Committee for CC&R exemption. Corner lots will require two trees, one per street frontage. Ornamental trees growing to a minimum height of six (6) feet will be permitted as shade trees for the purposes of this document. Each owner of each lot will be required to meet the tree planting and front yard landscaping requirements upon the completion of building. Street frontage sidewalks are the responsibility of the lot purchaser (new owner) and their contractor, and shall be constructed as part of home construction in conformity to standards set forth by the City of Central Point and shall be maintained free and clear of over-hanging trees and over-grown bushes. A Home Owner with more than one tree per street frontage may, but need not, remove the tree or trees in excess of one tree per street frontage without complying with Section 1 of Exhibit B to the Declaration.
 19. All landscaping of the front yards of dwellings being constructed on any lot in said Subdivision, shall be finished within sixty (60) days after the construction of said dwelling or as soon thereafter as possible. All front yard landscaping is to be pre-approved by the Central Point East Development Maintenance Committee.

All landscaping is to be reasonably compatible with other existing landscaping in the development. Grass shall be incorporated into the front yard landscaping as its main feature unless written approval is obtained from the Central Point East Development Maintenance Committee due to site conditions deemed unsuitable for grass. There shall be no storage in the front yards, or storage in the side yards unless the side yards are properly screened or fenced as approved by the Central Point East Development Maintenance Committee. All landscaping shall be reasonably maintained at all times.

20. No front yard landscaping, building, fence, wall, swimming pool or other permanent structure shall be erected, altered or placed on any lot until the building plan, specifications and plot plans showing the location of said improvements and structures on the lot have been submitted to and approved in writing by the Central Point East Development Maintenance Committee. The Central Point East Development Maintenance Committee shall consider the quality of workmanship, materials, harmony of external design with existing structures, location with respect to topography at finish grade elevation, and so as not to interfere with the reasonable enjoyment of any other lot. Upon failure of the Central Point East Development Maintenance Committee or its designated representative to approve or disapprove in writing any specifications for the landscaping, new structure, or alteration of any existing structure within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise in these declarations. Failure to submit specifications and/or plans may result in penalties and/or legal action, as stated in Section 25 of this document.
21. Easements are hereby reserved to the Declarant, its Successors and Assignees, public utility companies and municipal and other authorities, as shown on the Official Plat of the Subdivision for the installation, maintenance and use of public utility facilities thereon and thereunder. Such person, companies and authorities shall have the right to construct, erect, install and maintain underground public utility facilities of all kinds, including communication lines, electric lines, sewer, water and gas pipes. All such utility facilities shall be installed and maintained below the surface of the ground except as to such portions of such utility facilities where it is impractical to install below ground, including but not limited to electric transformers. All of such persons, public utility companies and authorities for whom such easements are reserved, shall have the unrestricted right to ingress and egress thereon, for the purpose of all such construction, use and maintenance, and no building, structure, fence, wall, tree, hedge, bush, shrub or other obstruction shall be placed or maintained within the area of said easements by the Owners of the lots in the Subdivision, or their Heirs, Successors and Assigns. Any such obstruction placed within such easements by a Lot Owner or any other person shall be immediately removed. The Lot Owner or person placing, causing or permitting such obstructions to be placed with such easements shall be liable to the utility company or public authority, or other entity, which removes it for the cost thereof.
22. Any Member of the Central Point East Development Maintenance Committee may appoint an alternate to act in his or her absence with full voting rights of the Member.

23. These CC&R's shall run with the land and shall be binding on all parties until 100% of the lots in the Subdivision have been sold, at which time these CC&R's shall automatically extend for successive periods of ten (10) years unless an Instrument signed by 70% of the Lot Owners has been recorded agreeing to change these CC&R's in whole or in part.
24. The forgoing CC&R's shall bind and inure to the benefit of, and be enforceable by Suit in Equity or Action at Law, for damages by the Owner or Owners of the lots in the Subdivision and their Legal Representatives, Heirs, Successors or Assigns and failure either by the Owners above names or their Legal Representatives, Heirs, Successors or Assigns to enforce any such CC&R's shall in no event be deemed a waiver of the right to do so thereafter.
25. In case suit or action is instituted to enforce any of the foregoing CC&R's, the prevailing party in such suit or action shall be entitled to such sum as the court may adjudge reasonable as attorney's fees in such suit or action and in any appeal.
26. Invalidation of any of these CC&R's shall in no way affect any of the other provisions which shall remain in full force and effect.
27. Special Provisions: That attached hereto marked Exhibit "B" and by this reference incorporated herein are the Restrictive Covenants with regard to PRESERVATION AND MAINTENANCE OF TREES within the Subdivision. That attached hereto marked Exhibit "C" and by this reference incorporated herein are the Restrictive Covenants pertaining to the PRESERVATION AND MAINTENANCE OF PRIVACY-BARRIER that may be located between the Subdivision property and any adjacent commercial/industrial land. That attached hereto marked Exhibit "D" and by this reference incorporated herein is the DEED DECLARATION for any lots located in the Subdivision specifying that the Owners of such lots shall accept as normal and necessary all existing commercial or industrial uses on the adjacent properties that border such lots. This Deed Declaration shall be executed by any purchaser of and shall attach to all the lots referred to above.