39

Accom
145
5
11

03 87409

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 2 ("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 2.

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 30th day of December 2003.

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 30th day of December, 2003 by Bret Moore as authorized signor for Twin Creeks Development Co., LLC
An Oregon Limited Liability Company.

OFFICIAL SEAL
ELAINE FROST
NOTARY PUBLIC - OREGON
COMMISSION NO. 370041
MY COMMISSION EXPIRES JUNE 26, 2007

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires 6-26-07

BY-LAWS

Jackson Oaks Neighborhood Common and Open Space Maintenance Association

VII. Name, Principal Office, and Definitions

7.1. Name. A name of the Association shall be the Jackson Oaks Neighborhood Common and Open Space Maintenance Association.

7.2. Principal Office. The principal office of the Association shall be located in Jackson County, Oregon. The Association may have such other offices, either within or outside the State of Oregon, as the Board may determine or as the affairs of the Association shall require.

7.3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the declaration of Covenants, Conditions, Restrictions, and Easements for Jackson Oaks Neighborhood filed in the Office of the County Clerk ("Declaration"), unless the context indicates otherwise.

VIII. Association; Membership, Meetings, Quorum, Voting, Proxies

8.1. Membership. The Association membership shall consist of every person or entity that is a Member as defined in Section 3. The Voting Members of the Association shall consist of the Retail Owners of the Lots.

8.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Properties or as convenient thereto as possible and practical.

8.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within 5 days after the conveyance of 51 % of the Lots/Properties in the Properties to Retail Owners, but not later than six months after the first conveyance of a Lot/Property to a Retail Owner. Meetings shall be of the Voting Members. Subsequent regular annual meetings shall be set by the Board so as to occur at least 30 days but not more than 120 days before the close of the Association's fiscal year on a date and time set by the Board.

8.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meeting if so directed by resolution of the Board or upon a petition signed by Voting Members representing at least 10% of the Members of the Association. The Association shall call special meetings as required by ORS 94.604 and ORS 94.616. If the Board or Declarant fails to call the meeting, the Temporary Advisory Committee, if any, or any Owner may call the meeting in accordance with ORS 94.609.

8.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members or Members shall be delivered, either personally or by mail, to each Voting Member or Member, as the case may be, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his or her address as it appears on the records of the Association, with postage prepaid.

8.6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

8.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of time and place for reconvening the meeting shall be given in the manner prescribed for regular meetings.

The Voting Members present at a duly-called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Voting Members representing at least 20% of the Members of the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

8.8. Voting. Voting of the Voting Members at a meeting may be by voice or ballot, except the election of directors which shall be by secret written ballot. Retail Owners of Lots will be entitled to one vote for each Lot that is subject to this Declaration.

8.9. Proxies. Voting Members may vote in person or through their designated alternates; provided, any Voting Member who is only entitled to cast the votes for his or her own Lot/Property(s) may cast such vote in person or by proxy until such time as the Board first calls for election of a Voting Member to represent the Neighborhood of which the Lot/Property is a part. No proxy shall be valid unless it meets the requirement of ORS 94.660 and is signed by the owner or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. No proxy shall be valid after one year from its date of execution unless otherwise specified in the proxy.

8.10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than 50% of the total members present at any duly called meeting.

8.11. Quorum. Except as otherwise provided in these By-laws or in the Declaration, the presence of the Voting Members representing 20% of the total votes in the Association shall constitute a quorum at all meetings of the Association.

8.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

8.13. Action without a Meeting. Any action required or permitted by law to be taken at a meeting of the Voting Members may be taken without a meeting by written ballots as provided in ORS 65.222. Such ballots shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Voting Members at a meeting.

IX. Board of Directors; Number, Powers, Meetings

A. Composition and Selection.

9.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board, each of whom shall have one equal vote. Except with respect to directors (a) appointed by the Declarant during the Development Period pursuant to Section 9.3, (b) elected by the Declarant after the expiration of the Development Period or (c) elected by the votes held by Declarant pursuant to Section 9.3 (b), the directors shall be Members or spouses of such Members; provided however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. No Member may have more than one such representative on the Board at a time, except in the case of directors (a) appointed by the Declarant during the Development Period pursuant to Section 9.3, (b) elected by the Declarant after the expiration of the Development Period or (c) elected by the votes held by Declarant pursuant to Section 9.3 (b).

9.2. Number of Directors. The number of directors in the Association shall be not less than three or more than seven. The initial Board shall consist of three directors.

9.3. Directors During Development Period. Subject to the provisions of Section 9.5, three directors shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant until the first to occur of the following:

(a) When 75% of the Maximum Lots/Properties have been conveyed to Retail Owners; or

(b) When, in its discretion, the Declarant so determines.

9.4. Nomination of Directors. Except with respect to directors selected by the Declarant, or the Declarant, as the case may be, pursuant to Section 9.1, nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and three or more Members or representatives of Members, with at least one representative from each Voting Group. The Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting of the Voting Members to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled from each slate as provided in Section 9.5. The Nominating Committee shall nominate separate slates for the directors, if any, to be elected at large by all Voting Members, and for the director(s) to be elected by the Voting

Group. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

9.5. Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) Within one year after the first Lot/Property is conveyed to a Retail Owner, the President shall call a special meeting to be held at which the Voting Members, other than the Declarant, shall elect one of the three directors who shall be an at-large director. The remaining two directors shall be appointees of the Declarant. The director elected by the Voting Members shall not be subject to removal by the Declarant and shall be elected for a term of two years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within 30 days after the time that Retail Owners own 50% of the Maximum Lots/Properties, or whenever the Declarant earlier determines, the Board shall be increased to five directors. The President shall call a special meeting at which Voting Members, other than the Declarant, shall be entitled to elect two of the five directors, who shall serve as at-large directors. The remaining three directors shall be appointees of the Declarant. The directors elected by the Voting Members shall not be subject to removal by the Declarant and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within 120 days after the termination of the Declarant, the Board shall be increased to seven directors. The President shall call a meeting at which all directors shall be elected as follows: Subject to subsection (d) below, one director shall be elected by Voting Members; any remaining directorships filled at large by the vote of all Voting Members. The majority of the directors shall be elected for terms of two years. The minority of the directors shall be elected for terms of one year. Each term is to expire at the next annual meeting after the two-year or one-year period as applicable. Successor directors shall be elected (or appointed as the case may be pursuant to subsection (d) below) at annual meetings to serve for two-year terms.

Each Voting Member shall be entitled to cast all votes attributable to the Lots/Properties in the Neighborhood with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. The candidate(s) receiving the most votes shall be elected. For the first election held pursuant to this subsection, of a majority of the elected candidates, those receiving the most votes shall serve for two years. The remaining elected candidates shall serve for one year. The directors elected by the Voting Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

(d) After the Declarant membership terminates, the Declarant shall have the right to appoint or elect at least 20% of the Board Members as long as the Declarant has the power to annex property.

9.6. Removal of Directors and Vacancies. Any director elected by the voting Members may be removed, with or without cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called and noticed for that purpose. A director who was elected at large solely by the votes of Voting Members (other than the Declarant), may be removed from office prior to the expiration

of his or her term only by the votes of Voting Members representing a majority of the Members (other than the Declarant). The Declarant may remove any director, with or without cause, who was appointed or elected to the Board by the Declarant. Upon removal of a director, a successor shall be elected by the Voting Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Members entitled to fill such directorship may elect a successor for the remainder of the term. Any director appointed by the Board shall be selected from among Members within the Voting Group represented by the director who vacated the position.

B. Meetings.

9.7. Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

9.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least two such meetings shall be held during each fiscal year with at least one per six-month period. Notice of the time and place of the meeting shall be posted in a prominent place within the Properties and communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

9.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone facsimile communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices of special meetings of the Board shall be posted in a prominent place within the Properties. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least 72 hours before the time set for the meeting.

9.10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

9.11. Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which, a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

9.12. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total votes in the Association, other than the Declarant, at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

9.13. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

9.14. Open Meetings. Subject to the provisions of Section 9.15, all meetings of the Board shall be open to all Voting Members, but a Voting Member other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Voting Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

9.15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. Written consent or consents shall be filed with the minutes of the proceedings of the board. An explanation of the action to be taken or actually taken by the Board shall be given to the Members of the Association within three days after all written consents have been obtained. The explanation shall be given in the same manner as provided in the By-Laws for the giving of notice of regular meetings of the Board. Failure to give notice shall not render the action to be taken or actually taken invalid.

C. Powers and Duties

9.16. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are by the Declaration, Articles, these By-Laws, or Oregon law directed to be done and exercised exclusively by the Voting Members or the membership generally.

9.17. Duties. The Duties of the Board shall include, without limitation:

(a) Preparation and adoption of annual budgets and establishing each Owner's share of the Common Expenses and Neighborhood Expenses;

(b) Levying and collecting assessments from the Owners to fund the Common Expenses and Neighborhood Expenses;

(c) Providing for the operation, care, upkeep, and maintenance of the Area of Common and Open Space Areas, (*see Exhibit A: Jackson Oaks Neighborhood Common and Open space Areas*) which includes the following:

1. Paying for all utility costs incurred for the required operation of Common and Open Space infrastructure and temporary or permanent equipment used therein;
   A. Except for street lighting that shall be maintained and serviced by the City of Central Point.
2. Neighborhood leaf pickup. The Association shall remove leaves and natural detritus from back edge of sidewalk (house side) to the road. Property owners are responsible for the collection and removal of leaves and detritus on their own property from the edge of the sidewalk closest to the residence;
3. Street tree and park strip maintenance. The Association shall maintain the trees and grass occurring between the sidewalk and the curb of every street. This includes but is not limited to pruning, spraying, planting, removal, mowing, fertilizing and other maintenance activities.

(d) Designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) Depositing all funds received on behalf of the Association in a bank depository, which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) Making and amending rules and regulations;

(g) Opening of bank accounts on behalf of the Association and designating the signatories required;

(h) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common and Open Space Area in accordance with the Declaration and these By-Laws;

(i) Enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules adopted by it and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(j) Obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) Keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) Making available to any prospective purchaser of a Lot/Property, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot/Property, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association;

(n) Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the properties;

(o) Indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is allowed by Oregon law, the Articles of Incorporation and the Declaration; and

(p) Assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration.

9.18. Right of Declarant to Disapprove Actions. Until 75% of the Maximum Lots/Properties are owned by Retail Owners, the Declarant shall have a right to disapprove any action, policy or programs of the Association, the Board and any committee which, in the judgment of the Declarant, would tend to impair rights of the Declarant or Builders under the Declaration or these By Laws, or interfere with development, construction of any portion of the Properties, or diminish the level of services being provided by the Association.

No such action, policy or program shall become effective or be implemented until and unless:

(a) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies, as to the Board meetings, with Section 9.8, 9.9, and 9.10 of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Declarant shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board or any committee thereof, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Declarant, its successors, assigns, representatives, or agents at any time within 10 days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

(c) This Section may not be amended without the express written consent of the Declarant until 75% of the Maximum Lots/Properties have been conveyed to Retail Owners.

9.19. Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy making authority or those duties set forth in Sections 9.17(a) and 9.17(i). The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Development Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Development Period upon not more than 30 days written notice.

9.20. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) Accounting and controls should conform to generally accepted accounting principles;

(c) Cash accounts of the Association shall not be commingled with any other accounts;

(d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) Any financial or other interest that the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) The following financial and related information shall be regularly prepared and distributed by the Board to all Members of the Association:

1. The Board shall cause a "Capital Budget" and a "Common Expense Budget" (collectively referred to as the "Budget") for the Association, (which includes the budget for each of the Neighborhoods, if any), to be prepared for each fiscal year of the Association, a copy of which shall be distributed to each Member of the Association not less than 45 nor more than 60 days before the beginning of the fiscal year to which the Budget relates. A copy of the Budget shall be distributed personally or by mail or other manner reasonably designed to provide delivery to each of the Members of the Association. The Budget shall include the following information:

   A. The estimated revenue and expenses of the Association on an accrual basis for the forthcoming fiscal year;

   B. The amount of the total cash reserves of the Association currently available for the replacement or major repair of the Area of Common Responsibility and for contingencies;

C. An estimate of the current replacement costs of the estimated remaining useful life of, and the methods of funding to defray future repair, replacement or additions to, those major components of the Area of Common Responsibility; and

D. A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the future repair, replacement or additions to major components of the Area of Common Responsibility.

E. A disclosure statement that the Declarant or a Builder is contributing "in kind" services or material pursuant to a contract with the Association, if any, and that their assessment obligation may be reduced or abated by the amount of the agreed value of such services or materials; and

F. A disclosure statement that a subsidy contract exists between the Declarant and the Association, if that is the case.

The budget shall become effective unless disapproved at a meeting of the Voting Members representing at least a majority of the Members of the Association. There shall be no obligation to call a meeting for the purpose of considering the Budget except on petition of the Voting Members as provided for special meetings in Section 8.4 of the By-Laws, which petition must be presented to the Board within 10 days of delivery of the notice of assessments. In the event the proposed budget is disapproved or the Board fails for any reason to determine the Budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

The portions of the budget relating to particular Neighborhoods shall become effective unless disapproved by a majority of the Owners of Lots/Properties in the Neighborhood for which the Neighborhood budget applies. There shall be no obligation to call a meeting for the purpose of considering the Neighborhood budget except on petition of Owners of at least 10% of the Lots/Properties in such Neighborhood; and provided, further, the right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood. In the event portions of the proposed budget relating to any Neighborhood are disapproved or the Board fails for any reason to determine the Neighborhood budget for any year, then and until such time as such budget shall have been determined as provided herein, the Neighborhood budget in effect for the immediately preceding year shall continue for the current year.

In lieu of distributing the budget as specified in the above paragraphs of this Section 9.20, the Board may elect to distribute a summary of the budget ("Summary") to all its Members with a written notice that the budget is available at the business office of the Association or at another suitable location within the boundaries of the Properties and that copies will be provided upon request at the expense of the Association. If any Member requests a copy of the budget, the Association shall provide such copy to the Member by first-class United States mail or deliver such copy within five days of such request. The written notice that is distributed to each of the Members shall be in at least 10-point bold type on the front page of the Summary.

2. The Board shall cause an annual report ("Financial Statement") to be prepared in accordance with generally accepted accounting principles to be distributed to each Member

of the Association within 120 days after close of the Association's fiscal year. A copy of the Financial Statement shall be distributed personally or by mail or other manner reasonably designed to provide delivery to each of the Members of the Association, and shall consist of:

A. A balance sheet as of the end of the fiscal year;

B. An income and expense statement for the fiscal year (This operating statement shall include a schedule of assessments received and receivables identified by the numbers of the Lots/Properties and the name(s) of the Owners assessed.); and

C. A statement of changes in financial position for the fiscal year.

The Financial Statement shall be prepared by an independent accountant for any fiscal year in which the gross income to the association exceeds $35,000.00. If the Financial Statement is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without independent audit or review of the books and records of the Association.

3. The Board shall do the following not less frequently than quarterly:

A. Cause a current reconciliation of the Association's operating accounts to be made and review the same;

B. Cause a current reconciliation of the Association's reserve accounts to be made and review the same;

C. Review the current year's actual reserve revenues and expenses compared to the current year's Budget;

D. Review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts;

E. Review an income and expense statement for the Association's operating and reserve accounts; and

F. Review the delinquency report listing all owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments that remain delinquent. (Any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise determined by the Board.)

4. A statement of the Association's policies and practices in enforcing its remedies against Members for default in the payment of assessments, including the recording and foreclosing of liens against Lots/Properties, shall be distributed to Members of the Association within 60 days before the beginning of each fiscal year.

9.21. Borrowing. The association shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Voting Members. The Board shall also have the power to borrow money for other purposes, provided that the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the Area of Common Responsibility. Such borrowing shall be in accordance with Section 9.24(a). During the

Development Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent of Voting Members representing at least a majority of the Members other than the Declarant.

9.22. Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and outside the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

9.23. Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable fines. A fine, other than a penalty for nonpayment of assessments, shall constitute a lien upon the Lot/Property of the violating Owner. The Board shall also have the power to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Board to limit ingress and egress to or from a Lot/Property or to suspend an Owner's right to vote due to nonpayment of assessments. In the event that any occupant, guest or invitee of a Lot/Property violates the Declaration, By-Laws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator written notice stating (i) the violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 15 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if any, appointed pursuant to Article X; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 15 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 15-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenants Committee, if any, or if none, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard.

Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To perfect his right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 10 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these By-Laws, or the rules of the Association by self-help (specifically including but not limited to, the towing of vehicles that are in violation of parking rules and regulation however, only in accordance with any applicable ordinances(s) of the City of Central Point, or County of Jackson, if applicable) or, following compliance with Section 6.1, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

9.24. Prohibited Acts. The Board shall not take any of the following actions except with the written consent or vote of the Voting Members representing at least a majority of the Members other than the Declarant:

(a) To incur aggregate expenditures for capital improvements to the Area of Common Responsibility in any fiscal year in excess of 5% of the budgeted Common Expenses of the Association for that fiscal year;

(b) To sell during any fiscal year property of the Association having an aggregate fair market value greater than 5% of the budgeted Common Expenses of the Association for that fiscal year;

(c) To pay compensation to directors or officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association;

(d) No contract with the Association negotiated by Declarant shall exceed a term of one year except as may otherwise be provided in this Section, and all contracts entered into prior to the turnover meeting provided for in ORS 94.609 are subject to the requirements of ORS 94.500.

X. Officers

10.1. Officers. The officers of the Association shall be a President, a Secretary and a Treasurer. The President, Secretary and Treasurer shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

10.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members, as set forth in Section 8.

10.3. Removal and Vacancies. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the un-expired portion of the term.

10.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

10.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board. The Board shall require signatures for the withdrawal of reserve funds of either two members of the Board or a member of the Board and officer of the Association who is not also a member of the Board. For purposes of this section, "reserve funds" means monies the Board has identified in the Budget for use to defray the future repair or replacement of, or additions, to those major components that the Association is obligated to maintain.

10.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 9.12 hereof.

XI. Committees

11.1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

11.2. Transitional Advisory Committee. In addition to any other committees appointed as provided above, the Board shall establish pursuant to ORS 94.604, a Transitional Advisory Committee when more than 50% of the Maximum Lots/Properties are owned by Retail Owners and Declarant membership has not yet terminated.

XII. Miscellaneous

12.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

12.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Oregon law, the Articles of Incorporation, the Declaration, or these By-Laws.

12.3. Conflicts. If there are conflicts between the provisions of Oregon law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Oregon law, the Declaration, the Articles of incorporation, and the By-Laws (in that order) shall prevail.

12.4. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot/Property of such Member or Voting Member; or

(b) If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

12.5. Amendment.

(a) By Declarant Member. Prior to the conveyance of the first Lot/Property to a Retail Owner, Declarant may unilaterally amend these By-Laws. After the conveyance of any Lot/Property to a Retail Owner, the Declarant may unilaterally amend these By-Laws at any time if such amendment is:

1. Necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination;
2. Necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots/Properties;
3. Required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots/Properties; or
4. Otherwise necessary to satisfy the requirements of any governmental agency for approval of these By-Laws. However, any such amendment shall not adversely affect the title to any Lot/Property unless the affected Owner shall consent thereto in writing and such amendment is approved by the Commissioner if applicable. The Commissioner's approval is required if the amendment constitutes a material change and a Lot/Property has been conveyed pursuant to a Permit.

(b) By Members Generally. Except as provided above, and prior to conversion of Declarant membership to Retail membership, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing 51% of all Members. After conversion of the Declarant membership to Retail membership, these By-Laws may be amended by the vote or written consent of the Voting Members representing at least: (a) 75% of the Members; and (b) 75% of the Members other than the Declarant.

In addition, the approval requirements set forth in Section 2 shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon recordation in the Office of the County Clerk unless a later effective date is

specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the acting Secretary of the Association. That the foregoing By-Laws constitute the original By-Laws of said Association, to be adopted at a meeting of the Board thereof held on the 5th day of (month) JANUARY, (year) 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30th day of (month) DECEMBER, (year) 2003.

ACTING SECRETARY: BART A. MOORE

Acting Secretary of the Association

State of Oregon }
} ss.
County of Jackson }

OFFICIAL SEAL
ELAINE FROST
NOTARY PUBLIC - OREGON
COMMISSION NO. 370041
MY COMMISSION EXPIRES JUNE 26, 2007

Elaine Frost
NOTARY PUBLIC FOR OREGON
My Commission Expires 6-26-07

On this 30th day of (month) December, (year) 2003, personally appeared before me the above-named Bret Moore, who being duly sworn, states he is a member of Twin Creeks Development Co., LLC., an Oregon limited liability company, the Declarant, and acknowledged that the foregoing instrument was signed and sealed on behalf of the Jackson Oaks Neighborhood Common and Open Space Maintenance Association, an Oregon not for profit corporation, as the acting secretary, and further acknowledged said instrument to be the voluntary act and deed of the not for profit corporation.

03 87409


EXHIBIT A
JACKSON OAKS
SUBJECT TO LANDSCAPE MAINTENANCE ASSOCIATION
SIDEWALK
SCALE: 1" = 200'
BUCK POINT STREET
GROUSE RIDGE DRIVE
ALLEY
SANDOZ STREET
TWIN CREEKS CROSSING
RUSTLER PEAK STREET
TWIN CREEKS CROSSING LOOP
CIVIC AREA
SHAKE DRIVE
TEMPORARY ACCESS ROAD
PHASE II
STEAMBOAT DRIVE
PHASE I
TULANE AVE.
SILVER CREEK DRIVE
GRIFFIN OAKS UNIT No. 2, PHASE II
Jackson County, Oregon
Recorded
OFFICIAL RECORDS
DEC 31 2003
2:10 PM
COUNTY CLERK

Jackson County Official Records 2004-017164
R-DR
Cnt=1 Stn=10 CUTTINGA 04/01/2004 10:31:10 AM
$145.00 $5.00 $11.00 Total:$161.00
01018448200400171640290291
I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Kathleen S. Beckett - County Clerk

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 3 ("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 3.

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.