

## OUTLINE OF THE CC&RS

The signers are the Declarants of Green Valley Subdivision and Hidden Grove Subdivision and wish to amend the existing CC&Rs.

Green Valley consists of 107 Lots and Hidden Grove consists of 97 Lots

Everyone is responsible for the costs and maintenance of the common areas and their own property.

The Declarant intends to ensure through these CC&Rs, the Bylaws and Rules and Regulations:

- quality of the Subdivisions are consistent
- enhancing and protecting the value, desirability and attractiveness of the Subdivisions
- providing a meaningful and reasonable provision for the
  - operation
  - maintenance
  - upkeep
- ensure the health, safety and welfare of the residents within the Subdivisions;

Declarant replaces all other CC&R's with this new version with approval of the Board of Directors and Members of HOA.

### I. ARTICLE I - DEFINITIONS

- a. "Common Area"
  1. Entrance features, Lot numbers 1, 20, 32 and 53, Clubhouse, Vacant lot, Green Valley park, RV/mini storage area, Streets and roadways, All the streets and gutters
  2. The subsurface sanitary sewer system is owned and maintained by Rogue Valley Sewer Services.
  3. The storm drains, water lines, and water distribution system are owned and maintained by the City of Central Point. **Changed from being owned by HOA as ownership has been transferred to the City.**
  4. All electric, gas, telephone, television, internet and lighting systems outside the Lots are owned and maintained by private and public utilities;
- b. "Declarant" owners of the 200 home Lots. Ownership of each home Lot shall confer 1/200th ownership in severalty in the Common Area;
- c. "Dwelling"
- d. "Homeowners Association" means the HG/GV HOA, its successors and/or assigns;
- e. "Lot" means any numbered Lot with the exception of the Common Area;
- f. "Manufactured Home"
- g. "Manufactured Home Accessory Structure or Building";
- h. "Member" means a member of the Homeowners Association (owners of record);
- i. "Mortgage";
- j. "Mortgagee";
- k. "Owner" means the record owner of any Lot;

- l. "Pedestrian Easement" refers to the sidewalk along the front of each Lot;
- m. "Personal Application" means that all present or future owners or guests are subject to the regulations set forth in the declarations;
- n. "Plats" means the final plats of the Subdivisions;
- o. "Properties" means the real property herein described and such additional property as may be brought within the jurisdiction of this Declaration;
- p. "PUD" means the Hidden Grove Subdivision and the Green Valley Subdivision;
- q. "Resident" means any person who resides in the Subdivisions;
- r. "Resident Nonmember" means any person who resides in the Subdivisions who is not an owner. Resident nonmembers do not have the right to vote;
- s. "Stick Built Home"
- t. "Subdivisions" means the Green Valley and the Hidden Grove Subdivisions;
- u. "Tenant" means any person renting or leasing a Lot within the Subdivisions
- v. "Utility Easement"

## **II. ARTICLE II - APPLICABILITY**

Every person or entity who is a recorded owner or tenant of land under the terms noted above of any Lot or parcel within the Subdivisions shall be subject to the following CC&Rs;

## **III. ARTICLE III - ANNEXATION OF ADDITIONAL PROPERTIES**

Additional property may be annexed upon approval by a sixty-six and two-thirds (66 2/3s) majority vote of voting owners.

### **Section 1 - Annexation**

1. Must be approved by the City of Central Point;
2. Must have detailed plan of phased development;
3. A Supplementary Declaration shall be recorded covering the annexed property;
4. Declarant may annex Any additional Common Area at their sole discretion;
5. Voting rights relating the Homeowners Association one (1) vote for each Lot;
6. Common Area Expenses shall continue to be apportioned equally among all Lots.

### **Section 2 – Supplementary Declaration**

Any annexed properties would need recorded a Supplementary Declaration of CC&Rs, or similar instrument.

## **IV. ARTICLE IV - MEMBERS' EASEMENTS OF ENJOYMENT**

Every Member has the right to enjoy the Common Areas.

### **Section 1 – Limitations**

7. The HOA can limit the number of guests permitted to use the Common Areas;
8. The HOA can charge reasonable admission fees;
9. The HOA can charge use fees for RV storage, storage units and the clubhouse;
10. The HOA can borrow money and/or mortgage common areas for the purpose of purchasing or improving common areas;
11. The HOA can suspend the voting rights of any member or right of any residents or their guests to use any of the Common Areas and facilities
12. The HOA can dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility.

**Section 2 – Enforcement**

The HOA shall have the right to enforce all CC&R’s, reservations, easements, liens and charges. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so.

**Section 3 – Non-Transferability of Use**

No resident may transfer in whole or in part their right of enjoyment to the Common Areas and facilities. Guests are allowed when accompanied by a resident. **REMOVED LANGUAGE ABOUT MINORS PER ADVICE FROM HOA ATTORNEY**

**V. ARTICLE V - CONDITIONS AND RESTRICTIONS**

The following conditions and restrictions shall be applicable to all Lots in the Subdivisions

**Section 1 – Design Review**

All homes, additions, improvements etc. will comply with all applicable laws, codes and ordinances and must be approved by the HOA.

**Section 2 – General Provisions**

- a. Severability: Even if a CC&R is deemed invalid, all others shall remain in full force and effect.
- b. Duration: 25 years from the date of this Declaration is recorded, and shall be extended for 3 successive periods of 10 years each unless repealed and/or amended by a vote of two-thirds (2/3) of the voting owners.
- c. Amendment: may be amended by three-fourths (3/4) of the voting owners. Must be recorded in Jackson County and must comply with state and federal regulations.  
**REMOVED LANGUAGE ABOUT AMENDING THE INITIAL DECLARATIONS AS THEY HAVE ALREADY BEEN AMENDED TWICE.**
- d. Easements: Easements are reserved as shown on the final plats and a pedestrian sidewalk easement.
- e. Exceptions: The Board may grant any Lot owner special exceptions to any CC&R with a majority vote of the Board which must conform to state and local law
- f. No Right of Reversion: Nothing herein contained in this Declaration, or in any form of deed which may be used by the Declarant, or its successors and assigns, in selling any Lot in the Properties, may be deemed to vest or reserve in the Declarant or the Homeowners Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.
- g. **{STRUCK SECTION ABOUT ASSIGNMENT BY THE ORIGINAL DECLARANT (DEVELOPER) THIS AS THE HOMEOWNERS ASSOCIATION IS THE “DECLARANT” (NOT THE DEVELOPER ANY MORE)}**
- h. Scope and Applicability: This Declaration applies to and binds all resident nonmembers. However it does not impose liability on any resident non-member for assessments.
- i. Enforcement: The HOA or any Lot owner has the right to enforce all CC&Rs.
- j. Non-Waiver: Any failure to enforce any CC&Rs shall not constitute a waiver of the right to do so.

- k. Hold Harmless Agreement: Each Lot owner and the HOA agree to hold the HOA harmless for any and all matters whatsoever.

### **Section 3 – Land Use**

1. Lots (excluding Common Area) are restricted to residential purposes.
  - a. Rentals are allowed (this cannot be changed without one hundred percent (100%) of the votes of the voting owners.)
  - b. Cannot rent home for less than 30 days.
  - c. All leases shall be in writing and shall require tenants to comply with the Governing Documents.
2. Stick built houses are allowed and must be approved.
3. Manufactured homes are allowed only in the Hidden Grove Subdivision.
  - a. Must be double or triple wide only
  - b. Must approved by architectural review
  - c. Lot owners shall pay all fees for set up.
4. Lot owners shall reimburse the HOA for any expenses incurred as a result construction, setup, and move in or move out process.
5. All buildings shall be located upon Lots in conformity with the requirements of the City of Central Point, Oregon.

### **Section 4 – Occupancy and Completion Time**

Certificate of Occupancy must be issued.

### **Section 5 – Landscaping**

The Subdivisions have private streets which are designated as Common Area

Several Lots have common walls/railroad ties which are not to be altered or modified, except for the repair and maintenance as needed to preserve their permanent state. Further, each Lot is subject to a perpetual easement for the purposes of said repair and maintenance which binds the owners of each Lot and their successors and assigns in perpetuity.

### **Section 6 – Fencing**

All the existing lot fencing will remain in its present location. All future fencing must be in the same location and follow comply with existing requirements. Disclaimer: the existing fences may not be on the property line and all buyers of Lots accept this fact.

### **Section 7 – Home Maintenance**

Even when not present, Lot owners are responsible for maintaining the exterior of the home including appurtenant structures.

### **Section 8 – Landscaping Maintenance**

Even when not present, Lot owners are responsible for maintaining the landscaped areas on the Lot.

### **Section 9 – Nuisances**

Nuisances are not allowed and enforcement may be via complaint and citation through the Central Point Police Department.

### **Section 10 – Pets**

Only household pets and not for commercial purposes. No pets can be a nuisance.

### **Section 11 – Vehicles**

Garages, carports, driveways are for parking of passenger vehicles only and only for residents and their guests.

**Section 12 – In-Home Businesses**

In-home businesses as defined by the City of Central Point are allowed and must comply with city code and cannot affect home values and/or quality of life. If the business uses Common Areas insurance or liability waiver must be provided to the HOA. Any damages incurred are solely the responsibility of the business. **Added “as defined by City” removed language about types of business and replaced with how they cannot affect home values (parking, noise, etc.)**

**Section 13 – Parks and Recreational Facilities**

The parks and all common recreational facilities are for the enjoyment of residents (current on assessments) and their guests only. Residents must be in attendance with their guests at the facilities. Rules must be followed. **Added “parks” to title in order to include Green Valley open space and open space at clubhouse.**

**Section 14 – Clubhouse**

The clubhouse is available for residents to rent. Residents (current on assessments) must be present at all times during the rental period. Rules must be followed.

**Section 15 – Easements**

1. The Declarant hereby grants to the public utilities perpetual easements as shown on the plat maps (subject to reasonable rules and regulations) No owner or occupant interfere with the reasonable exercise of such easement rights. The owner of such easement rights shall be reasonably responsible for restoration of ground elevations and ground conditions (exclusive of vegetation).
2. The Homeowners Association reserves the exclusive right to declare and grant such other additional utility easements.
3. There shall be a 3 foot (3’) pedestrian access easement across the front of all Lots that corresponds with the sidewalks and driveways.

**Section 16 – Assessments and Enforcement (moved some paragraphs around so that they didn’t jump from subject to subject as much)**

1. Regular and Special Assessments: The HOA may levy regular and special assessments upon all Lot Owners for the purposes of:
  - a. maintenance;
  - b. creating a reserve fund;
  - c. enforcing any of the provisions of this document against any person or entity;
  - d. administration
  - e. Can become a lien
  - f. All assessments must be to promote the recreation, health, safety and welfare of the residents and for the improvement and maintenance of the Common Area.
  - g. Special assessments may defray the costs for the repair or perform maintenance apart from any regular program adopted
  - h. The Board of Directors may assess on a monthly, quarterly or annual basis.
  - i. Lot owners are responsible for their own bills in connection with their use and occupancy of their homes.
2. Special Assessment for Capital Improvements: the HOA may levy a special assessment applicable to that year only, for the purpose of defraying costs of such

- improvements/maintenance. **(on advice of attorney took out language about assessing and paying for special assessment in one year only)**
3. Reserve Account and Assessment for the Reserve Account: There shall be a reserve account for the maintenance, repair and/or replacement of items of common property.
    - a. \$10.00/month shall be the minimum assessment against each lot (in addition to the regular assessment) **Changed from \$4.00/month, added that it can be for the maintenance and repair of common property & removed that it pays for sewer, water & water distribution system.**
    - b. The Board of Directors may adjust the amount
    - c. Money paid into the reserve account is the property of the HOA and is not refundable to sellers or owners of Lots.
    - d. This Declaration does not prohibit investment of reserve funds.
  4. Uniform Rate of Assessment: Must be the same for each lot and shall be the personal obligation of the Lot owner. Any common profits of the HOA shall be distributed equally between the Lots or shall be credited or applied to future assessments as determined by the Board. **Added that invoices may be emailed and that they don't have to be certified**

**Removed section about a quorum, as this section is about assessments & enforcement not meetings.**

5. Effect of Nonpayment of Assessments: If not paid may be enforced in the name of the HOA in the manner provided by law. No owner may waive or otherwise escape liability for assessments. Late fees may be forgiven at the discretion of the Homeowners Association upon an appeal in writing. **Changed that late fees can be forgiven at the discretion of the HOA rather than forgiven 1 time, and that assessments are due 30 (rather than 10) days after invoice date. Added language that Board of Directors may change late charge amount.**
6. Subordination of the Lien to Mortgages: The lien of any assessment shall be inferior and subordinate to the lien of any and all mortgages and trust deeds now or hereafter placed upon any Lot or any part thereof.
7. Exempt Property: The following property is exempt from assessments which may be created hereunder.
  - a. The properties dedicated to and accepted by any public authority.
  - b. All properties owned by the HOA, if any.
  - c. In a foreclosure, the mortgagor and subsequent purchaser shall not be liable for any old assessments (removed on advice from HOA attorney)**
8. Foreclosure of Liens for Unpaid Common Expenses: If the HOA forecloses a lien because of unpaid expenses, the Lot owner shall be required to pay reasonable rent for the use of the Lot during the pendency of the suit. The HOA shall have the power to purchase such Lot. A suit or action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing the liens securing the same. The Lot owner shall pay all costs including attorney's fees.

9. Compliance Enforcement: the HOA to perform any obligations of any Lot owner(s) required by this Declaration. The HOA must notify the Lot owner pursuant to O.R.S.
10. Enforcement of Non-Payment and Non-Compliance: Per ORS 94.630, there shall be a resolution process shall be used prior to litigation. **(added “except in case of collection action”)**
  - a. The HOA shall offer to use any dispute resolution program available in writing by certified mail.
  - b. If not accepted within ten (10) days the HOA may commence the litigation
  - c. If an offer of mediation is not made, the proceedings may be stayed for 30 days if the lot owner requests.
  - d. Unless a stay has been granted if the dispute resolution process is not completed within 30 days, the HOA party may commence litigation.
  - e. Once made, the decision of the court may not be set aside on the grounds that an offer to use a dispute resolution program was not made.
  - f. The requirements of this subsection do not apply to circumstances in which irreparable harm to a party will occur
11. Assessment of Non-Compliance Enforcement: The HOA shall have the power to assess the actual cost plus an additional one hundred percent (100%) of the cost as a penalty against the Lot owners. Interest at twelve percent (12%) per annum shall be charged over and above such penalties. Such assessment shall be accomplished by delivery of notification by certified mail. Such assessment be a lien.

## **VI. ARTICLE VI - HOMEOWNERS ASSOCIATION OWNERSHIP**

Declarant hereby declares ownership of the Common Area and there is a trust deed on said common area.

## **VII. ARTICLE VII - COMPLIANCE WITH THE OREGON PLANNED COMMUNITY ACT**

All activity with relationship to the subdivisions will be conducted in accordance with the Oregon Planned Community Act.