

**ANDREWS PLACE, PLANNED UNIT DEVELOPMENT**

**CONDITIONS, COVENANTS AND RESTRICTIONS**

**JACKSONVILLE, OREGON**

Developer:

Thomas Owings

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS:**

**For**

**ANDREW'S PLACE**

**A Planned Unit Development**

THIS DECLARATION is hereby made and executed in Jackson County, Oregon, this \_\_\_ day of \_\_\_\_\_, 2008, by Thomas Owings, the developer of ANDREW'S PLACE, PLANNED UNIT DEVELOPMENT, who is hereinafter referred to as "Declarant":

WHEREAS, The City of Jacksonville, Oregon has reviewed and issued its approval for a Final PUD Plan and Final Plat for a 17-lot (including common area), 16-unit single family housing project, developed in a Planned Unit Development format by virtue of the applicable zoning districts (Hillside Residential) and the proposed uses, and,

WHEREAS, the development includes the necessity for each subsequent lot owner to be responsible for the maintenance of individual properties within the development, such as building maintenance, landscaped areas, etc. that are part of the private ownership and the common areas within the development, and,

WHEREAS, Declarant intends to insure, through these Conditions, Covenants and Restrictions, that the scope and quality of the development are consistent throughout for the purpose of enhancing and protecting the value, desirability and attractiveness of said property, consistent with the provisions of Chapter 18.23 of the Jacksonville Land Development Code,

**NOW, THEREFORE, DECLARANT HEREBY DECLARES:**

1. That the real property, lots and parcels described on the plan attached as Exhibit "A", is, and shall be, held and conveyed to private individuals (16 lots) or the Owner's Association (Common Area), upon the approval of Final Plat and PUD Plan by the City of Jacksonville, Oregon, subject to:

1. The dedications, easements, and conditions as set forth on the plat, and,

2. The following Conditions, Covenants and Restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and providing a meaningful and reasonable provision for operations, maintenance and upkeep of the overall project, and to insure the health, safety and welfare of the owners within the development, consistent with the applicable provisions of Section 18.23.020 of the City of Jacksonville Land Development Code.

2. These Conditions, Covenants and Restrictions shall constitute covenants to run with the land and shall be binding upon all persons or entities claiming under them; also these conditions, covenants and restrictions shall inure to the benefit and be limitations upon all future owners of said property or of any interest therein.

**ARTICLE I:**  
**DEFINITIONS**

1. Association or Owner's Association shall mean and refer to ANDREW'S PLACE PROPERTY OWNER'S ASSOCIATION, a non-profit corporation, organized under the laws of the State of Oregon, its successors and assigns (See Attached Bylaws).

2. "Lot" shall mean and refer to any separately designated plot of land shown upon the recorded Final Plat and Plan of the Development, as approved by the City of Jacksonville, Oregon, intended for conveyance, fee simple.

3. "Mortgage" shall mean a Deed of Trust or Contract of Sale as well as a Mortgage.

4. "Mortgagee" shall also mean a beneficiary under a Trust Deed or a vendor (seller) under a contract of sale.
5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of all or any part of said property, but in the case of sale under a contract, owner shall also mean the contract purchaser of any lot or parcel within the PUD.
6. "Declarant" shall mean and refer to the undersigned, and his successors, heirs and assigns.
7. "Plan" shall mean the Final PUD Plan for ANDREW'S PLACE PLANNED UNIT DEVELOPMENT, a 17-lot (including common area), 16-unit single family residential development, as approved by the City of Jacksonville, Oregon.
8. "Tenant" shall mean any person leasing, renting, purchasing or living within ANDREW'S PLACE PUD, their successors, heirs and assigns.
9. "Common Area" shall mean all real property, and appurtenances thereto, as delineated on the Final Plan and Plat, and now or hereafter owned by the Association for the common use and enjoyment of the members of the Association, including, but not limited to any common parking or maneuvering areas, landscaped areas, any exterior fencing and walls, lighting, walking trails, open space and related facilities lying outside the existing lots.

**ARTICLE II:**  
**APPLICABILITY**

Every person or entity who is a record owner or tenant of land under the terms noted above of any lot or parcel within the development and shall be subject to the following Conditions, Covenants and Restrictions, which have been established for the welfare, safety and value of the properties described herein.

**ARTICLE III:**  
**CONDITIONS AND RESTRICTIONS:**

The following restrictions and conditions shall be applicable to the real property described as ANDREW'S PLACE, a Planned Unit Development, as well as each of the lots in the project, and shall be for the benefit of and limitations upon all present and future owners of said property, or of any interest therein:

**Section 1: Land Use, Building Type and Location:** The use of the lots in this development shall be restricted to sixteen (16) single family residential dwellings, developed on individual lots, but encompassing as well the common area, including landscaped areas, parking, open space, walking trails and related common areas and appurtenances. Architectural composition shingle, shake, or tile roof finishes may be used on any dwelling or accessory building, and accessory buildings shall conform generally to the same finish as the dwelling to which it is appurtenant. The architectural style of the buildings is to follow the orientation as approved by the City of Jacksonville. All buildings shall be located upon the lots in conformity with the provisions of the City of Jacksonville regulations and codes in effect upon the date of recording these covenants, however, also consistent with the approved deviations as noted in the Final PUD Plan and Plat.

As the property is within the Hillside Residential zone (HR-0.5), and the property contains roadways on slopes that may be up to 18%, Section 18.23.020 of the Jacksonville Land Development Code requires the following:

**WARNING!**

**Roadways within this development may be subject to icing during inclement weather. The City of Jacksonville does not sand roadways or provide any other de-icing measures!**

**Section 2: Easements:** Easements for the installation and maintenance of utilities and related facilities are reserved as shown on the recorded Final Plat. At the time of the initial construction and installation of public utility lines, the party installing same shall bear the entire cost of the construction and installation of the public utility lines, and thereafter any maintenance work or further installation of such lines.

**Section 3: Signs:** Unless written approval is first obtained from Declarant and the City of Jacksonville, no sign of any kind shall be displayed to public view on any lot or building on said property, except one professional sign of not more than twenty-five square feet advertising the project, or standard signs used by the developer to advertise the property during the construction, sales and rental period.

**Section 4: Sanitation:** No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container, which shall be kept in a clean and sanitary condition, and shall be stored so as not to be visible from the street or common areas except for garbage pick-up day. Sanitation service is provided by Rogue Disposal Service.

**Section 5: Nuisance:** No noxious or offensive conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. The term “Nuisance” as used in this section, includes but is not limited to (a) loud and offensive noise, (2) barking dogs, (3) storage of junked, wrecked, junked or inoperative vehicles, and, (4) littering, waste materials, offensive odors or other conditions deemed a nuisance as defined in state law. Nuisance enforcement will be via complaint and citation through the Jacksonville Police Department.

**Section 6: Vehicle Storage:** Parking of boats, trailers, motorcycles, truck/campers, recreational vehicles, vehicles under repair, and like equipment shall not be allowed on any part of any lot, nor on any private or public ways adjacent thereto (with the exception of temporary parking for the purposes of loading and unloading) excepting only within the confines of an enclosed garage, storage port, or in parking areas specifically designed for such use, and in no event, project beyond the front walls of any dwelling or structure on the property. Adequate off-street parking is provided by the development. Automobile washing, waxing, and cleaning etc. is exempt from this requirement.

**Section 7: Poles, Antennas and Overhead Wires:** No poles shall be permitted within the development except for poles that are installed by the City of Jacksonville as street light standards.

No overhead wires or antennas shall be erected or used for any purpose. (This provision is not to apply to power poles or lines already existing at the time of this declaration, or the rights of the power utility to maintain or reconstruct same, nor shall this provision prohibit the exercise of rights under pre-existing easements or agreements. Easements have been granted for the provision of Cable TV and have been noted on the plat of the development for Public Utility Easements (PUE).

**Section 8: Exterior Maintenance:** Each lot owner having control of a building within the development is required to maintain the exterior of the building in a clean, attractive and neat manner. Exterior maintenance shall include, but is not limited to: (1) sweeping, (2) window cleaning, (3) cobweb removal, (4) maintenance of exterior lighting, (5) maintenance of screens and screen doors, (6) painting of the exterior, consistent with project design guidelines, and (7) landscaping maintenance including lawn care and shrubbery appurtenant to that building.

**Section 9: Landscaping, Lots and Common Area:** The general concept of the development is to promote the natural vegetation and topography as much as practical. ANDREW'S PLACE is developed as a planned unit development utilizing internal private parking and landscaping, open space, walking trails and related features. The landscaping, fencing and all other real property not identified on the final plat of the PUD as an approved building lot is considered "Common Area" and to be maintained by the Owner's Association. Each lot and the unit placed on the lot and appurtenant landscaping shall be maintained consistent with these CC&Rs. Additionally, each lot within the project will be landscaped by the developer within 6 months of establishment of a building on the site, including at least one yard tree per lot. The Landscape Plan element as part of the PUD as approved by the City of Jacksonville provides guidelines in establishment of landscaping. All landscaping shall be maintained on a regular basis, and noxious weeds, grass and overgrown properties will be cut and maintained consistent with Jacksonville City Ordinance requirements.

**Section 10: Temporary Residence:** No camper, Recreational Vehicle, tent, trailer or other vehicle or structure shall be used at any time for a temporary residence on this property without the express approval of the Declarant.

**Section 11: Day Care Centers:** Under no circumstances shall any residence within this PUD be utilized as a commercial day care facility.

**Section 12: Architectural Review:** The plans, specifications and plot plan for the dwellings to be constructed on each lot in this development have been designed by an architect, architectural designer or engineer consistent with the design established by the Developers and approved by the City of Jacksonville. Any proposed development after construction must receive approval by the declarant, or his assigns, acting as an Architectural Committee, as well as the HARC for the City of Jacksonville. Said declarant shall, within ten days from the application, shall either approve or disapprove such plans or specifications, and failure of the Committee to act within a period of ten days shall be deemed approval thereof; prior to filing the application with the City of Jacksonville HARC.

**Section 13: Fences and Hedges:** Plantings or fences shall not be used as a means of delineating property boundaries or rights-of-way within the interior of the development (i.e. there shall be no fences along interior property boundaries). The intent of the PUD is to provide an atmosphere of compatibly designed houses placed within the natural vegetation and topography of the environment. Any plantings or fences shall be designed as an integral part of the project landscape plan, consistent with the requirements of the City of Jacksonville criteria and the requirements of the approved PUD plan. Maximum height of any sight-obscuring fence shall be six feet. Fences shall be constructed of suitable materials and shall not detract from the appearance of the project, or detract from the appearance of dwellings located on adjacent lots.

**Section 14: Right of Enjoyment and Enforcement:** All owners of lots or parcels within the development are entitled to share in the rights, interest and privileges and obligations of the private properties within the development, subject to the CC&Rs that are noted herein. The Declarant, as well as the City of Jacksonville under the provisions of Section 18.23.020(H), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions, reservations, easements, liens and charges now or hereafter imposed by the provisions of the Bylaws and this Declaration. Failure by the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so.

**Section 15: Severability:** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 16: Amendment:** The conditions, covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the owner of any Lot subject to this declaration, their respective legal representatives, heirs, successors and assigns. Any of the conditions, covenants or restrictions of this declaration may be amended by an instrument signed by a majority of the property owners within ANDREW'S PLACE PUD, but must be ratified by the City Council of the City of Jacksonville. Such approved amendments shall be recorded in the appropriate Deed Records of Jackson County, Oregon, to be effective. Pursuant to the provisions of JLDC Section 18.23.020(J), there is no termination date for these CC&Rs without City of Jacksonville approval.

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**THE UNDERSIGNED, AS DECLARANT , SUBSCRIBED TO AND DATED THESE CONDITIONS, COVENANTS AND RESTRICTIONS in Jacksonville, Jackson County, Oregon, this \_\_\_\_\_ day of \_\_\_\_\_ 2008:**

\_\_\_\_\_  
Thomas Owings

**STATE OF OREGON )**  
**) ss.**  
**County of Jackson )**

**Personally appeared before me, Thomas Owings, Declarant, and acknowledged these Conditions, Covenants and Restrictions to be his voluntary act and deed:**

**BEFORE ME:**

\_\_\_\_\_  
Notary Public For Oregon  
My Commission Expires