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I, Christine Walker, County Clerk for Jackson County, Oregon, certify
that the instrument identified herein was recorded in the Clerk
records.

Christine Walker - County Clerk

2015-18948

STONEGATE ESTATES SUBDIVISION, PHASE 2A**Declaration of Covenants Conditions and Restriction****City of Medford, Jackson County, Oregon**

Mahar Brothers Construction Company ("Declarant") as the "Architectural Control Committee", being the party in interest of all the real property located in the City of Medford, County of Jackson, State of Oregon known as STONEGATE ESTATES SUBDIVISION, PHASE 2A, 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 conditions and restrictions shall be for the benefit of and shall be limitations upon all future owners of said real property described hereto and made a part hereof.

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

1. The purpose of these CC&R's is to ensure the use of each lot and parcel of real property located in the subdivision, for the attractive residential purposes, to prevent nuisances, and to prevent the impairment of the attractiveness and the value of the real property in the subdivision.
2. All lots in the subdivision shall be known and described as residential lots and shall not be used for the purpose of conducting a business, trade, or professional except as provided for a home occupation by the City of Medford with the exception of model homes or site trailers used as temporary sales offices. All homes are to be site built and mobile homes and/or modular homes will not be allowed unless used as temporary sales offices.
3. No structure shall be erected, placed, altered, or permitted to remain on any of the said residential lots other than one detached single-family dwelling and private garage for not more than three (3) cars and one (1) accessory dwelling unit approved by the City of Medford. Other outbuildings incidental to residential use of the lot must be approved in advance by the Architectural Control Committee along with the home and accessory unit. No detached single-family home will have a setback less than twenty (20) feet from the front property line.
4. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be used or become an annoyance or nuisance to the neighborhood. No commercial trucks, (larger than 1 ½ ton GVW), or junked or wrecked cars will be permitted to be parked within the Subdivision. Racecars must be parked within the confines of the garage. No vehicles shall be parked on the sidewalks, or in the front yard or landscaping.

5. No barns, chicken coops, rabbit hutches, kennels, aviaries or pig sites shall be erected or maintained on any lot in the subdivision. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot excepts dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.
6. No trailer, tent, or shack may be placed or erected on any lot. No trailer, basement, tent, shack, or garage may at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence thereon. Parking of boats, trailers, motorcycles, trucks, campers, recreational vehicles, and like vehicles or equipment shall not be allowed on any part of any lot nor on public ways adjacent thereto excepting only within the confined of an enclosed garage, or behind a screening fence or screening shrubbery which shall in no event project beyond the front walls of any dwelling.
7. No dwelling shall be laid out or constructed on any lot in said subdivision where the total square footage of the main structure, exclusive of porches and garages is less than 1,500 square feet.
8. No poles shall be permitted within the subdivision and no outside radio or TV antennas, or unsightly satellite dishes will be allowed without pre-approval of the Architectural Control Committee. No front yard flag poles, and no street basketball poles and or back boards will be allowed without pre-approval of the Architectural Control Committee.
9. Unless otherwise approved by the Architectural Control Committee all roofs shall be of architectural composition material, thirty (30) year or more. All approved roof colors shall be Dual Black, Weatherwood, or Northwest Driftwood. The Architectural Control Committee reserves the rights to add a roof color selection. No flat roof systems shall be permitted, except as to deck areas. Pitch of roof shall be a minimum of six (6) and twelve (12). The minimum square footage and roof pitch requirements may be waived by written approval of the Architectural Control Committee. Maximum height of any residence shall be two (2) stories or thirty (30) feet, whichever is less.
10. All buildings shall be finished in exterior colors in basic harmony with the surrounding natural environment. It is herein intended that structures be finished in such a color as to blend with the generally subdued tones and hues of surrounding natural features. All exterior color and siding material and window specifications and placements must be pre-approved by the Architectural Control Committee.
11. Fences. All permanent and temporary fences and railings require approval by the Architectural Control Committee prior to construction. All necessary municipal permits shall be obtained prior to any fence construction. All fences must be constructed so as to provide a finished appearance and must be constructed in "shadow box" style. Color shall be "Rodda Summerfield Fence Paint", or another

brand matched to the same. All fences and railings shall be well constructed and maintained and shall not detract from the appearance of other improvements located upon the Lot.

The Architectural Control Committee shall determine the maximum height and location of all fences, railings, and hedges, but in no event shall a fence exceed eight (8) feet in height. Hedges and sight obscuring plants shall not exceed three (3) feet in height in the front yard or along any side lot line for the proscribed setback length.

All fences shall comply with the Medford Land Development Code and the City of Medford Southeast Overlay regulation.

In the event a fence is constructed on the boundary of a lot as part of construction of a new dwelling, the owner of the adjacent lot benefitting from the boundary line fence shall be responsible for reimbursing the owner of the lot 50% of the cost of labor and materials attributed to the shared boundary. Such reimbursement shall be paid within thirty (30) days of written notification of the amount due to the adjacent owner.

12. Construction Debris. The owner of each lot is responsible for the temporary containment and permanent removal of all construction debris on the lot and any debris, which is windblown, or in any way displaced from the construction site to adjoining property. The owner is also responsible for the cleanup of any dirt or mud tracked into the public streets during the course of construction of improvements on his lot. The owner shall not allow the accumulation of large quantities of debris, on or off site during the course of construction.
13. All garbage receptacles and cans shall be kept clean and sanitary and shall be screened from ordinary view from the adjoining lots and streets. Recessed or sunken garbage cans need not be fenced or screened.
14. All firewood and other materials stored on any lot shall be screened from the ordinary view from adjacent lots and streets.
15. Except for political election signs that shall be removed the day after the election, no other sign of any kind shall be displayed to the public view on any lot except one (1) sign advertising for sale, lease, or rent. This is not to exclude a builder or developer from advertising during the construction and sales period.
16. No swimming pool shall be constructed in any front yard area of a lot in said subdivision. No inflated plastic enclosures or permanent pool enclosures of any kind may be constructed or installed without first having obtained the written approval of the Architectural Control Committee.

17. The construction of a home on any lot purchased must begin within six (6) months from the date of the closing of the lot purchase. Any lot sold by the declarant and not built on immediately is to be maintained in such a manner that its appearance is not unsightly and grass and weeds are to be cut at regular intervals, so that any plant growth does not exceed ten (10) inches in height. Home construction shall be completed within six (6) months from commencement.
18. Each lot shall have street trees (pre-approved by the Architectural Control Committee) planted and maintained at the rate of City requirement shade trees per lot footage. Corner lots will require more trees, per street footage. Each owner of each lot will be required to meet the tree planting and front yard landscaping requirements upon the completion of building. Conformity to standards set forth by the City of Medford must be met for the tree planting. Irrigation & lawn in the park strips along the street frontage is required by the Architectural Control Committee. Security Alternative: In lieu of installation of sidewalks, street trees and/or landscaping in park strips on individual lots prior to final plat, the developer/builder may agree to, in lieu of financial security, provide that the Certificate of Occupancy shall not be issued until the required sidewalks, street trees and/or landscaping in park strips are installed by the owner of the lot to the satisfaction of the City Engineer for each lot. The Building Official is authorized to withhold Certificate of Occupancy on any lot that is not in compliance with City requirements as approved by the Architectural Control Committee. The developer has chosen the withholding of Certificates of Occupancy in lieu of bond or other obligation for installation of sidewalks and street trees. The developer shall ensure that all owners of lots within the development shall be prohibited from obtaining Certificates of Occupancy prior to installation of street trees and sidewalks. The developer agrees to govern the development as follows:
- A) Developer shall provide notice to owners of lots that a Certificate of Occupancy is conditioned upon installation of street trees and sidewalks;
 - B) Developer shall provide specifications of the approved type of street trees to be installed;
 - C) In the event owners fails to install said trees and sidewalks prior to issuance of the Certificate of Occupancy, Developer shall install said improvements and charge the owner of the lot for said improvements;
 - D) Developer shall impose a penalty on owners for failure to install said improvements prior to issuance of the Certificate of Occupancy which Developer agrees to enforce; and
 - E) The City may enforce the CC&R's with regard to street trees and sidewalks.
19. All landscaping of the front yards of dwellings being constructed on any lot in said subdivision shall be finished with the construction of said dwelling or as soon thereafter as possible. All front yard landscaping is to be pre-approved by the Architectural Control Committee. All landscaping is to be reasonably compatible with other existing landscaping in the development. Grass lawn shall be incorporated

into the front yard landscaping as its main feature. All landscaping shall be reasonably maintained at all times.

20. No front yard landscaping, building, fence, wall, swimming pool, or other permanent structure shall be erected, altered, or placed on any lot until the building plans, specifications, and plot plans showing the location of said improvements and structures on the lot have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall consider the quality of workmanship, materials, harmony of external design with existing structures, location with respect to topography at finish grade elevation, and so as not to interfere with the reasonable enjoyment of any other lot. Upon failure of the Architectural Control Committee or its designated representatives to approve or disapprove in writing within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise in these declarations.
21. Easements are hereby reserved to the Declarant, its Successors and Assignees, Corporation, public utility companies and municipal and other authorities, as shown on the Official Plat of the Subdivision for the installation, maintenance and use of public utility facilities thereon and thereunder. Such persons, companies, and authorities shall have the right to construct, erect, install, and maintain underground public utility facilities of all kinds, including communication lines, electric lines, sewer, water, and gas pipes. All such utility facilities shall be installed and maintained below the surface of the ground except as to such portions of such utility facilities where it is impractical to install below the ground, All such utility facilities shall be installed where it is impractical to install below ground, including, but not limited to electric transformers. All of such persons, public utility companies and authorities for whom such easements are reserved, shall have the unrestricted right to ingress and egress thereon, for the purpose of all such construction, use and maintenance, and no building, structure, fence, wall, tree, hedge, bush, shrub, or other obstruction shall be placed or maintained within the area of said easements by the owners of the lots in the Subdivision or Heirs, Successors and Assigns. Any such obstruction placed within such easements by a lot owner or any other person shall be removed. The lot owner or person placing, causing or permitting such obstructions to be placed with such easements shall be liable to the utility company or public authority, or other entity, which removes it for the cost thereof.
22. These CC&R's shall run with the land and shall be binding on all parties until 100% of the lots in the subdivision have been sold, at which time these CC&R's shall automatically extend for successive periods of ten (10) years unless an Instrument signed by 70% of the lot owners has been recorded agreeing to change these CC&R's in whole or in part.
23. The forgoing CC&R's shall bind and ensure to the benefit of, and be enforceable by the Suit In Equity or Action at Law for damages by the owner or owners of the lots in the subdivision and their Legal Representatives, Heirs, Successors or Assigns, and

failure either by the owners above named or their Legal Representatives, Heirs, Successors or Assigns to enforce any such CC&R's shall in no event be deemed a waiver of the right to do so thereafter.

24. In case suit or action is instituted to enforce any of the foregoing CC&R's, the prevailing party in such a suit or action shall be entitled to such sum as the court may adjudge reasonable as attorney's fees in such suit or action and in any appeal.
25. Invalidation of any of these CC&R's shall in no way affect any of the other provisions, which shall remain in full force and effect.
26. (a) The plans, specifications, including but not limited to the roof, siding, windows, exterior colors, and plot plan for the residential dwelling, garage, and any outbuildings to be constructed upon each lot in said subdivision (including the front yard landscaping and placement of improvements upon the lot) shall be approved by the Architectural Control Committee before construction may commence.

- A. Establishment of Architectural Control Committee. The Architectural Control Committee, during development of the subdivision, shall consist of Mahar Brothers Construction Company. Mahar Brothers Construction Company shall have exclusive control and final approval over architectural design of all homes within the subdivision, until 100% of homes within the Subdivision are developed, or until Mahar Brothers Construction Company voluntarily transfers control of the Architectural Control Committee as defined herein.
- B. Liability. Neither the Architectural Control Committee or any member thereof shall be liable to any owner, occupant, builder, or Declarant for any damage, loss, prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith. Upon Declarant's voluntary transfer of control the Architectural Control Committee as set forth herein, Declarant shall have not further liability hereto.
- C. Transfer of Control. Declarant shall appoint the members of the Architectural Control Committee for the subdivision when 100% of the lots and homes in the subdivision are sold, or until Declarant voluntarily transfers and appoints such right and control to three (3) homeowners. Each homeowner appointed to the Architectural Control Committee by Declarant shall serve a one-year term to begin from the date of appointment. Homeowners within the subdivision, within twenty (20) days of a current Architectural Control Committee member's term expiration, may submit their name for appointment to the Architectural Control Committee.

27. STONEGATE ESTATE PHASE 2A HOMEOWNERS ASSOCIATION:

After the City of Medford has issued the Certificate of Occupancies on the first 50% of the homes built in Phase 2A, the Homeowners Association will collect twenty-five (25) dollars per month from each lot owner. The monthly dues will go to maintaining the surrounding landscapes. Mahar Brothers Construction Company will control the Homeowners Association until Certificate of Occupancies on all homes are completed and landscaped portions are sold to the City of Medford. Dues to be mailed to Mahar Brothers Construction Company at: 4034 Crystal Springs Drive - Medford, Oregon 97504.

ANY COVENANT CONDITION OR RESTRICTION IN THIS DOCUMENT INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 U S C 3604 UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION (A) IS NOT IN VIOLATION OF STATE OR FEDERAL LAW (B) IS EXEMPT UNDER 42 U S C 3607 OR (C) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.

Dated this 2nd day of June, 2015
DECLARANT: Mahar Brothers Construction Company

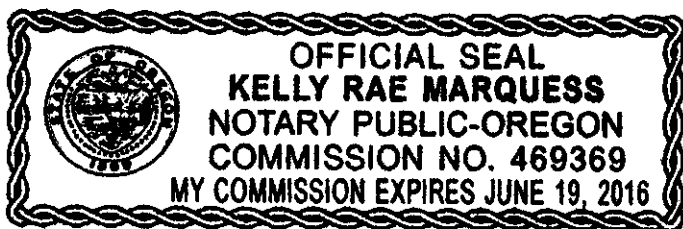
By:

Louis F. Mahar II

Charles C. Mahar

STATE OF OREGON
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 2ND day of JUNE, 2015,
by Louis F. Mahar II and Charles C. Mahar as authorized signors for Mahar Brothers Construction Company



Kelly Rae Marquess