

**AMENDED and RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION**

THIS AMENDED and RESTATED DECLARATION is made with the approval of at least 75% of the total votes in the Mountain Ranch Property Owners Association, a non-profit, incorporated association, hereinafter referred to as "Declarant," and is effective upon recordation on \_\_\_\_\_, 2014.

W I T N E S S E T H :

WHEREAS, Declarant is the duly authorized and elected Board of Directors of the Mountain Ranch Property Owners Association, the lawful successor to Mountain Ranch Development Company, a partnership consisting of Vincent L. Oredson and John D. Todd, which partnership formerly owned certain property in the Northwest Quarter of Section 23, Township 39 South, Range 1 East of Willamette Meridian, County of Jackson, State of Oregon, which is more particularly described as:

Commencing at a 2-inch iron pipe situated at the corner common to Sections 14, 15, 22 and 23, said Township and Range; thence South 89°49'45" East along the section line common to Sections 14 and 23, 616.21 feet to a 6" diam. concrete post with a 3" diam. bronze disk for the True Point of Beginning; thence continuing along said section line, South 89°49'45" East, 661.03' to a 3/4" iron pin situated on the West right of way of Greenmeadows Way; thence South 00°13'03" East along said right of way, 69.66' to a 3/4" iron pin; thence along the arc of a 50.00 foot radius curve to the right, the central angle is 90 degrees, 23 minutes and 18 seconds, 78.88' to a 3/4" iron pin; thence South 00°10'15" West, 47.00' to a 3/4" iron pin situated on the Southerly right of way of Greenmeadows Way; thence South 89°49'45" East along said Southerly right of way, 30.12' to a 3/4" iron pin, thence along the arc of a 162.829 foot radius curve to the left, the central angle is 17 degrees, 27 minutes and 27 seconds, 49.61' to a 3/4" iron pin; thence along an arc of a 162.829 foot radius curve to the right, the central angle is 08 degrees, 37 minutes and 50 seconds, 24.53' to a 3/4" iron pin situated on the boundary line by agreement recorded as Instrument No. 73-01824 of the Deed Records of Jackson County, Oregon; thence along said agreement line South 00°13'03" East, 1,173.24' to a 1" galvanized iron pipe with 2-1/2" diam bronze cap situated on the boundary line by agreement recorded as Instrument No. 69-06314 of the Deed Records of Jackson County, Oregon; thence along a boundary line by agreement recorded as Instrument No. 73-10803 of the Deed Records of Jackson County, Oregon, South 89°20'26" West (record South 89°19'16" West) 421.94 feet to the average centerline of the Talent Irrigation District Canal; thence along said canal centerline the following courses: thence North 60°45'59" West, 167.57'; thence North 56°32'31" West, 79.38'; thence North 48°12'14" West, 80.59'; thence North 35°30'23" West, 68.63'; thence North 23°39'19" West, 78.40'; thence North 21°01'37" West, 125.60'; thence North 34°19'00" West, 96.32'; thence North 27°52'28" West, 35.00'; thence North 19°36'05" West, 48.28'; thence North 67°58'45" West, 15.05' to the point of beginning of a buried irrigation pipeline; thence North 72°26'00" West, 169.00'; thence South 84°34' West, 127.10' to the average centerline of a creek; thence along said centerline, North 06°53'27" East, 66.25'; thence North 20°14'15" East, 138.24'; thence North 34°03'07" East, 70.01'; thence North 29°29'14" East 39.24'; thence leaving said creek line, South 75°57'45" East, 133.28'; thence North 29°39'14" East, 112.20'; thence North 23°13'15" East, 187.80'; thence North 75°57'46" West, 91.82' to the average centerline of a creek the following courses; North 37°15'28" East, 34.27'; thence North 14°20'45" East, 15.00'; thence North 40°58'52" East, 30.82'; thence North 28°13'44" East, 16.74'; thence North 18°06'56" East, 13.43'; thence North 28°01'31" East, 37.37"; thence North 39°39'12" East, 18.96'; thence North 08°59'13" East, 22.08' to intersect the section line common to Sections 14 and 23, said Township and

Range; thence leaving said creek, South 89°49'45" East along said section line, 107.04' to the point of beginning.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above are held or have been sold and conveyed subject to certain covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which run with the said real property and are binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and the same shall inure to the benefit of each owner thereof.

BY REFERENCE, all of the covenants, conditions and restrictions contained in recorded Document No. 76-06041, Document No. 76-03282, Document No. 76-13628, Document No. 77-03216, Document No. 77-15435, Document No. 89-10795, Document No.94-27871, and Document No. 95-01576 each found in the Official Records for Jackson County, Oregon, are hereby superseded by this document.

## **ARTICLE 1 DEFINITIONS**

**1.1 "Association"** shall mean and refer to MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, its successors and assigns.

**1.2 "Owner"** shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**1.3 "Properties"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**1.4 "Common Area"** shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is described as follows:

### Parcel #1

Commencing at a 2-inch iron pipe situated at the corner common to Sections 214, 15, 22, & 23, Twp. 39S, R.1E. W.M., Jackson County, Oregon; thence S.89°49'45" E., along the section line common to Sections 14 & 23, 1,027.91' to a 6" diam. concrete post with a 3" diam br. disk being the initial point of Mountain Ranch Subdivision Unit No. 1, which is the true point of beginning; thence S.89°49'45"E., 249.33' to a 3/4" iron pin situated on the westerly right of way of Greenmeadows Way; thence S.00°13'03"E., along said right of way 15.00' to a 3/4" iron pin; thence N.89°49'45"W., 249.43'; thence N.00°10'15"E., 15.00 feet to point of beginning and

### Parcel #2

Commencing at a 2-inch iron pipe situated at the corner common to Sections 14, 15, 22, & 23, Twp. 39S, R.1 E. W.M., Jackson County, Oregon; thence S.89°49'45" E., along the section line common to Sections 14 & 23, 1,027.91' to a 6" diam. concrete post with a 3" diam br. disk being the initial point of Mountain Ranch Subdivision Unit No. 1; thence N.00°10'15"E., 119.99 feet to the North right of way of Greenmeadows Way; thence N.89°49'45"W., 40.63'; thence N.00°10'15"E., 47.00' to the South right of way of Greenmeadows Way; thence S.07°00'13"E., 100.98' to the point of beginning; thence S.89°49'45"E. 315.00'; thence N.00°13'03" W, 95.00'; thence N.64°48'38"W., 22.265' to a 3/4" bronze pin; thence along the arc of a 162.829' radius curve to the left, the central angle is 17°27'27", 11.61' to a 3/4" iron pin; thence along the arc of a 162.829' radius

curve to the right, the central angle is  $08^{\circ}37'50''$ , 24.53' to a 3/4" iron pin situated on the boundary line by agreement recorded as Instrument No. 73-01824 of the deed of records of Jackson County, Oregon, thence along said agreement line  $S.00^{\circ}13'03''E.$ , 173.33'; thence leaving said agreement line  $N.58^{\circ}33'38''W.$ , 87.18'; thence  $N.89^{\circ}49'45''W.$ , 120.00'; thence  $S.64^{\circ}21'39''W.$ , 56.87'; thence  $N.66^{\circ}04'39''W.$ , 61.47'; thence  $N.89^{\circ}49'45''W.$ , 26.55'; thence  $N.07^{\circ}00'13''W.$ , 15.12' to the point of beginning.

#### Tract A

Beginning at a 6-inch diam. concrete post with a 3" diam. bronze disk being the initial point of Mountain Ranch Subdivision Unit No. 4, which point bears  $S.89^{\circ}49'45''E.$ , 1329.50' and  $S.00^{\circ}13'03''E.$ , 1004.14' from a 2" pipe monumenting the accepted Section corner common to Sections 14, 15, 22, and 23, Township 39 South, Range 1 East of the Willamette Base and Meridian, Jackson County, Oregon; thence  $S.00^{\circ}13'03''E.$  along that boundary line by agreement and recorded as Document No. 73-01824 of the Official Records of Jackson County, Oregon, 110.172' to a 5/8" iron pin situated on the Northerly right of way of Greenmeadows Way; thence along said right of way along the arc of a 1,096.20' radius curve to the left, the central angle is  $00^{\circ}47'01''$  (the long chord bears  $S.89^{\circ}41'12''W.$ , 14.995') 15.00', thence leaving said right of way,  $N.00^{\circ}13'03''E.$ , 85.00' to a 5/8" iron pin; thence  $N.46^{\circ}38'00''W.$ , 34.47' to a 5/8" iron pin, thence  $N.86^{\circ}57'01''E.$ , 40.01' to the point of beginning.

#### Tract B

Commencing at the initial point of Mountain Ranch Unit No. 4; thence  $S.00^{\circ}13'03''E.$ , along that boundary line by agreement and recorded as Document No. 73-01824 of the Official Records of Jackson County, Oregon, 157.72' to a point on the Southerly right of way of Greenmeadows Way for the True Point of Beginning; thence continuing along said agreement line,  $S.00^{\circ}13'03''E.$ , 165.31' to a found 1" galvanized iron pipe with a bronze cap situated at the Southwest corner of Briggs Subdivision Unit No. 2, as now recorded; thence  $S.89^{\circ}20'26''W.$  along that boundary line by agreement and recorded as Document No. 73-10803 of the Official Records of Jackson County, Oregon, 421.94' to the average centerline of the Talent Irrigation District Canal; thence along the average centerline of said canal the following courses:  $N.60^{\circ}45'59''W.$ , 167.57'; thence  $N.56^{\circ}32'31''W.$ , 79.38'; thence  $N.48^{\circ}12'14''W.$ , 80.59'; thence  $N.35^{\circ}30'23''W.$ , 68.63'; thence  $N.23^{\circ}39'19''W.$ , 36.23' to a point on the Southeasterly right of way of Lupine Drive; thence leaving said canal centerline along said right of way,  $N.63^{\circ}00'21''E.$ , 35.06' to a 5/8" iron pin situated at the Westerly corner of Lot 1, Block 6 of said Unit No. 4; thence leaving said right of way,  $S.23^{\circ}39'19''E.$ , 34.64' to a 5/8" iron pin; thence  $S.35^{\circ}30'23''E.$ , 61.10' to a 5/8" iron pin; thence  $S.48^{\circ}12'14''E.$ , 7.51' to a 5/8" iron pin; thence  $S.48^{\circ}12'14''E.$ , 66.63' to a 5/8" iron pin; thence  $S.56^{\circ}32'31''E.$ , 75.53' to a 5/8" iron pin; thence  $S.60^{\circ}45'59''E.$ , 187.04' to a 5/8" iron pin; thence  $N.89^{\circ}20'26''E.$ , 368.66' to a found 7" diam. concrete post with a 2" diam. metal disk; thence  $N.00^{\circ}13'03''W.$ , 145.39' to a point on the Southerly right of way of Greenmeadows Way; thence along said right of way along the arc of a 1049.20' radius curve to the right, the central angle is  $00^{\circ}58'10''$  (the long chord bears  $N.89^{\circ}35'38''E.$ , 17.75') 17.75'; thence  $S.89^{\circ}55'17''E.$ , 0.25' to the point of beginning.

#### Tract C

Beginning at a found 5/8" iron pin common to the Southerly corner of Lot 2, Block 5 of Mountain Ranch Subdivision Unit No. 3., as now recorded, and the Westerly corner of Lot 3, Block 5 of Mountain Ranch Subdivision Unit No. 4; thence  $S.21^{\circ}01'37''E.$ , 100.80' to a 5/8" iron pin situated on the Northwesterly right of way of Lupine Drive; thence along said right of way,  $S.63^{\circ}00'21''W.$ , 35.19' to the average centerline of the Talent Irrigation District Canal; thence along said canal centerline,  $N.21^{\circ}01'37''W.$ , 100.80' to the most Southerly corner of Mountain Ranch Subdivision Unit No. 3, as now recorded; thence leaving said canal along said subdivision boundary line,  $N.63^{\circ}00'21''E.$ , 35.19' to the point of the beginning. Total acreage of open space is 0.719 Acres, more or less.

**1.5 "Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

## **Article 2 PROPERTY RIGHTS**

**2.1 Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer has been recorded.

**2.2 Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**2.3 Damage or Destruction of Common Property by an Owner.** Any Owner, whose private work will require the use of the common area, must notify the Board of Directors and/or Landscape Supervisor in sufficient time for the impacted common area to be assessed. The proposed work shall have a timeline, description of the work required, the equipment to be used, and the necessary methods to be taken to protect the common areas. A pre-work audit, including photos, is required by the homeowner, contractor or workers, and the Landscape Supervisor. The Owner shall be solely responsible for returning the area to its pre-work condition and will bear the cost of any restoration deemed necessary by the Landscape Supervisor. Additionally, the Owner is solely responsible for the repair of damage caused to the Common Property by the Owner or any of his or her guests, tenants, licensees, agents, or members of his or her family. If efforts to encourage the Owner to correct the violation fail, the Association may take measures to correct the violation at the Owner's expense.

**2.3.1 Notice of Violation.** The Board of Directors shall notify the Owner by certified mail of the specific areas that require maintenance, repairing, and/or restoring. If the Owner does not complete all of the maintenance required within 30 days, the Board of Directors may take measures to correct the situation at the Owner's expense or may take other action as they deem appropriate.

**2.3.2 Notice of Corrective action by the Association.** If the Association, by approval of a majority of the Board of Directors, decides to take corrective action at the Owner's expense, notice of the Board of Directors' action shall be sent by certified mail to the Owner along with notification of the estimated costs for completing the corrective action. If after 45 days (or a longer period set by the Board of Directors), the Owner fails to bring the improvements into compliance with the Declaration, the Board of Directors or their agents may complete the corrective action at the Owner's expense.

**2.3.3 Notice of Cost of Corrective Action/Invoice.** After completion of the corrective action, a letter shall be sent to the Owner by certified mail declaring the actual costs of the

corrective action and requesting repayment of those costs within 30 days. The costs of any such maintenance, repair, and/or restoration, if not paid within 30 days, will begin accruing interest at a rate of twelve percent (12%) per annum, and shall be added to and become part of a Special Assessment to which such Lot and Lot Owner are subject. The Owner has the right to file a written appeal or request for an opportunity to be heard to the Board of Directors following receipt of any of the notices listed above. The filing of an appeal/request to be heard with the Board of Directors stops the advancement of any notice or action period. The required notice or action period will start again upon notice of action on the appeal by the Board of Directors. A decision by the Board of Directors can be appealed to the Association by written petition for a Special Meeting for the purpose of considering an appeal of corrective action. An affirmative vote by a Majority of Owners is required to overturn the action by the Board of Directors. If court action is necessary, the cost of attorney's fees and the court costs shall be added to said Special Assessment and shall be subject to interest. The Board of Directors shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which may be enforced in the manner provided by law for enforcement of labor liens and material's liens.

### **ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS**

**3.1 Membership.** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

**3.2 Voting Rights.** Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

### **ARTICLE 4 COVENANT FOR MAINTENANCE ASSESSMENTS**

**4.1 Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

**4.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

#### **4.3 Annual Assessment.**

**4.3.1.** The maximum annual assessment may be increased each year by not more than three (3) percent or the most recent percentage increase in the National Consumer Price Index (CPI), whichever is greater, above the assessment for the previous year without a vote of the membership.

**4.3.2.** The maximum annual assessment may be increased above that specified in 4.3.1 above by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

**4.3.3.** The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**4.4 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to replenish reserve funds required by Oregon State Statute, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**4.5 Notice and Quorum for any Action Authorized Under Sections 3 & 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. A quorum is not reduced unless:

- (a) The meeting is adjourned to a date that is at least 48 hours from the time of the original meeting was called; or
- (b) The meeting notice specifies that the quorum requirement will be reduced if the meeting cannot be organized because of a lack of a quorum and the reduced quorum requirement.

**4.6 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

**4.7 Annual Assessment Due Dates.** The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association and shall be furnished on demand for a reasonable charge.

**4.8 Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty days (30) after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum calculated on a daily basis. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Association may suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

**4.9 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The owner of the unit against which the assessment becomes due shall be deemed personally liable for same, as well as for the interest, expenses, and attorney fees and costs incurred both at trial and on appeal, together with collection costs incurred processing and

enforcing such lien, all of which additional items shall be deemed secured by such lien, and such owner shall also be deemed personally liable for any deficiency remaining unpaid after any foreclosure sale. No sale of transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**4.10 Reserve Account.** The Board of Directors shall maintain a reserve account established for the purpose of funding replacements of those elements of the Common Property that will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years, pursuant to ***ORS 94.595 Reserve account for maintaining, repairing and replacing common property; reserve study; maintenance plan.***

**4.10.1 Requirements of Reserve Account and Reserve Study.** The reserve account shall be established in the name of the Association. The Association shall be responsible for administering the account and for making periodic payments into the account. The Association may adjust the amount of the payments as necessary to reflect changes over time in replacement costs and to reflect ongoing inspection and maintenance experience. The Board of Directors annually shall conduct a reserve study or review and update an existing study to determine the reserve account requirements. The reserve study shall include:

- (a) An estimate of the current maintenance and replacement costs of the elements of the Common Property that will normally require maintenance or replacement in the next 3 to 30 years;
- (b) Identification of all elements for which reserves are required to be established;
- (c) The estimated remaining useful life of each item as of the date of the reserve study;
- (d) The estimated cost of maintenance, repair, or replacement of each element at the end of its useful life;
- (e) A 30-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair, and replacement schedule; and
- (f) A general statement setting forth the procedures used to develop the thirty-year plan.

Except as provided in this paragraph, reserve account funds may be used only for their intended purpose and must be kept separate from other funds. However, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed for these purposes must be repaid as soon as practicable from Regular or Special assessments. Nothing in this section prohibits prudent investment of reserve account funds subject to any constraints imposed by the Declaration, Bylaws or Rules and Regulations of the Association.

**4.10.2 Requirements of Maintenance Plan.** In order to ensure the longevity of each item in the reserve study, the Board of Directors shall prepare a maintenance plan, monitor it as necessary, and update it annually. This plan will describe the inspection and maintenance of the elements in the reserve study, frequency of inspections, and reporting of results to the Board of Directors. The maintenance plan shall include:

- (a) A description of the reserve study elements, the useful life of each element, and the manner in which each element will be inspected;
- (b) A schedule for inspecting, maintaining, repairing, and replacing reserve study elements;
- (c) A discussion of issues that includes but is not limited to:
  - 1. Reserve study element warranties,
  - 2. Responsible Association officer or committee for monitoring and reporting on the status of each reserve study element,

3. Ongoing inspection, maintenance, repair, and replacement trends, and
4. Impact on the reserve account.

Funding for executing some portions of the maintenance plan may be addressed in the annual operating budget.

**4.10.3 Assessment.** The assessment against each Lot shall include an amount allocated to the reserve account based on the reserve study.

## **ARTICLE 5 ARCHITECTURAL CONTROL**

**5.1 Review by Committee.** No building or other structure shall be erected upon the property nor shall any exterior additions be made until the plans and specifications shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**5.2 Design Criteria.** Simplicity, good proportions, and a harmonious relationship to existing structures are desired in the completed structure.

**5.3 Use Restrictions.** All new roofs must be pitched at a ratio of four in twelve or greater, and be covered with material in compliance with the regulations of the City of Ashland and approved by the Architectural Committee. Roof areas designed for purposes of collecting solar energy are hereby exempted.

No dwelling shall be erected with less than 1200 square feet of living area if the dwelling is a one story and not less than 900 square feet on the main floor of a two story dwelling. The above square footage requirements are exclusive of garage, deck, and patio.

No trailer, boat, or recreational vehicle shall be permitted to park between the required building setback lines and the property lines, provided, however, that the trailer, boat, or recreational vehicle of a guest may be parked temporarily thereon. Trailers, boats, or recreational vehicles parked behind required building setback lines shall be concealed behind a fence or shrubbery or be contained within a garage.

No satellite dish or radio transmission tower shall be placed on the properties without prior approval of the Board of Directors.

**5.4 Easements.** Easements and rights of way are reserved to the Association for the installation and maintenance of underground utility lines for the carrying of power, telephone, television, sanitary sewer, storm drains, domestic water, irrigation water, and for any other reasonable purpose. Such easements are noted on the Subdivision Plat as P.U., Slope and Irrigation Easements. Such easements are also reserved to the Association for the purpose of installing, removing, and maintaining landscape materials.

**5.5 Fences.** Fences will comply with the City of Ashland's code requirements.

**5.6 Appeal Process.** Property owners may appeal decisions made by the Architectural Control Committee to the Board of Directors. Such appeal must be in writing and within ninety (90) days of the Architectural Control Committee's decision.



**5.7 Improvements to Common Property.** No Owner shall construct or place any structure, material, planting, equipment, or any object of any kind on any portion of the Common Property, unless granted written permission by the Board of Directors, and then only in strict compliance with such authorization. All plantings approved by the Board of Directors must be considered fire-wise for the area.

## **ARTICLE 6 GENERAL PROVISIONS**

**6.1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**6.2 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

**6.3 Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

**6.4 Hold Harmless.** The Owners, their heirs, personal representatives, successors, assigns, invitees, guests, employees, or agents, do hereby agree to indemnify and hold harmless the Association and its Board and officers from any liability, claim, demand, or cause of action arising in any manner out of the actions or inactions by them in the regular course of carrying out their functions or duties for the Association, so long as they are acting within the scope of their authority. Any costs or legal fees reasonably incurred by the Association, its Board of Directors, or its officers, both at trial and on appeal, in defending against any such liabilities or claims, shall be paid by the Association and deemed a proper item for regular or special assessments as herein provided.

**6.5 Notice to Mortgagees.** Upon request, a mortgagee or a trust deed holder shall be entitled to written notification by the Association of any default or breaches of the provisions of this Declaration, which has not been cured for sixty (60) days from the date of breach.

**6.6 Insurance.** The Association shall take out and maintain insurance coverage upon all of the common area facilities and improvements which are insurable, the amount of such insurance to be the full insurable value thereof. The Association shall further take out and maintain public liability and property damage insurance in such amounts and with such coverages as shall be determined from time to time by the Board. All premiums upon insurance policies purchased by the Association pursuant hereto shall be paid by the Association and deemed a common expense and included within the regular or special assessments as provided herein. The Association is hereby deemed the irrevocably appointed agent for each unit Owner to adjust all claims arising under insurance policies maintained by the Association, and to execute and deliver releases upon the payment of claims, and to receive and to pay out any proceeds.

**6.7 Annexation.** The Association may bring within the scheme of this Declaration additional properties by consent of two-thirds (2/3) of Members.

**6.8 Recording of Bylaws.** Bylaws and amendments shall be recorded in the office of the recording officer of the county.

The attached Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Mountain Ranch Property Owners Association was adopted in accordance with the Declarations and ORS 94.625.

The Mountain Ranch Property Owners Association held a vote by written ballot of all the Owners and the Amended and Restated Declarations was approved by the owners of \_\_\_\_ Lots, or \_\_\_\_% of the Owners/Members of the Association.

Signatures

Date

\_\_\_\_\_

\_\_\_\_\_

Doug Kay  
President of Mountain Ranch Property Owners Association

\_\_\_\_\_

\_\_\_\_\_

Kathleen Brown  
Secretary of Mountain Ranch Property Owners Association

State of Oregon  
County of Jackson

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by Doug Kay as President of Mountain Ranch Property Owners Association and Kathleen Brown as Secretary of Mountain Ranch Property Owners Association.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

Seal: