



JOSEPHINE COUNTY OFFICIAL RECORDS
GEORGETTE BROWN, COUNTY CLERK

2008-002506

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Josephine County Clerk & Recorder's Office

CERTIFICATE PAGE

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

PARADISE VISTA SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 12TH day of FEB, 2008 by WTW Development, LLC., an Oregon Limited Liability Company, the Declarant and Developer herein.

RECITALS:

Developer/Declarant is the Developer and Owner of a subdivision known as Paradise Vista (Phase I) Subdivision located in T.35, R.06, Sec. 14, Tax Lot: 700; (and T.35, R.06, Sec.11, Tax Lots 1700 & 1701; T.35, R.06, Sec.10-DD, Tax Lots 1600 & 1700 for road right-of-way only), Josephine County, Oregon;

Developer/Declarant intends, by these covenants, conditions and restrictions, to create and maintain a desirable and attractive residential subdivision;

NOW, THEREFORE, Developer/Declarant for the mutual benefit and protection of all Owners, hereby declares that all land comprising Paradise Vista (Phase I) Subdivision will be owned, sold, conveyed, encumbered, leased, occupied and improved subject to the limitations, restrictions, covenants, and conditions set forth herein.

Section 1. Definitions.

The following words when used in this Declaration shall have the following meanings:

1.1 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot including a purchaser under a land sale contract. Prior to the first conveyance of a lot, Owner shall also mean the Declarant.

1.2 "Lot" shall mean any of the residential Subdivision lots.

1.3 "Recreational vehicle" shall include motor homes, campers, travel trailers, boats, snowmobiles, ATV's and other similar vehicles or apparatus.

1.4 "Subdivision" means **Paradise Vista (Phase I) Subdivision**, a Subdivision in Josephine County, Oregon, the final plat of which was recorded on 12 FEB, 2008, in the official records of Josephine County, Oregon at volume 9, page 681 and as document 2008-00253 and all nineteen Lots therein.

1.5 "Property" means the Subdivision and all nineteen Lots within the Subdivision.

1.6 "Manufactured Home, Mobile Home, Modular Home" means any structure or part thereof intended for use as a dwelling which is fabricated or assembled in whole or in part at a site other than the Lot and is transported to the Lot in a completely or partially assembled state.

1.7 "Front Yard" is a yard, the width of which is across the Lot on each side of the Lot which abuts a street and the depth of which is from the Lot line parallel and adjacent to the street to a

line which is parallel to the nearest point of the dwelling. Lots which abut two streets have two front yards.

1.8 “Side Yard” is a yard which extends from the Front Yard to the rear and/or Side Lot line.

1.9 “Rear Yard” is a yard extending across the full width of the Lot from the rear of the dwelling to rear Lot line.

Section 2. Use.

2.1 The Lots shall be used only for residential purposes and purposes incidental thereto. No structure except a Single Family Residential dwelling together with a garage and other such outbuildings which may be used for purposes incidental to residential usage will be erected, altered, placed on or allowed to remain on the Lots.

2.2 A Lot and the improvements thereon will not be used in whole or in part for any commercial purpose.

2.3 No animals, livestock (other than domestic house pets), or poultry of any kind or number will be raised, bred, or kept on a Lot provided however, dogs and cats, or other household pets may be kept for the personal enjoyment and not for any commercial purpose. Household pets may be kept only on the condition that the number thereof and manners in which they are kept do not cause annoyance or create a nuisance for the Owners of adjoining Lots. Dog runs or kennels will be in the rear yards only and behind a site obscuring enclosure.

2.4 No Lot shall be used for the dumping, storage, or collection of trash, garbage, or rubbish except for household garbage kept in sanitary containers regularly serviced by a garbage collection company or by the Owner.

2.5 No offensive activity will be conducted or allowed on the Lots which is, or can be construed as, an annoyance or nuisance to other Owners.

2.6 No basement, garage, tent, or other similar temporary or incomplete structure on a Lot will be used as a dwelling unit on a temporary or permanent basis. No recreational vehicle parked on a Lot shall be used as a dwelling.

2.7 No Mobile Home, Modular Home, or Manufactured Home will be erected, placed, or occupied on any Lot.

2.8 Motor vehicles used for commercial purposes greater than one and a half ton size will not be kept or parked on any Lot or on any street or driveway within the Subdivision.

Section 3. Governmental Restrictions.

3.1 All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, setback requirements, construction and building codes of all local, state and federal public authorities.

3.2 The Owner of each Lot shall submit an engineered erosion and sediment control plan y to Josephine County Planning Office for review and approval prior to any soil disturbance, site development, grading and the issuance of a Development Permit.

3.3 The Owner of each Lot shall submit a fire safety plan in accordance with Article 76 of the Josephine County Rural Land Development Code (RLDC) and Oregon Administrative Rule (OAR) 660-06-035 to be submitted to and approved by the Josephine County Planning Department prior to the issuance of a Development Permit (Section 51.080 RLDC).

Section 4. Building Standards.

- 4.1 All buildings erected on any Lot in the Subdivision shall include the following features:
 - a. The pitch of roofs shall be not less than 6 and 12;
 - b. The roof material shall be of 30 year or better, architectural composition or tile and shall not be shakes;
 - c. Approved lap, stucco or stone siding shall be installed on the front side of the building. No T1-11 or Bat and Board siding will be allowed;
 - d. The side of the building facing front yard(s) shall have at least ten percent of the surface area in brick or stone facing; and

4.2 Owners are encouraged but not required to incorporate one or more of the following features in the design of the buildings to be erected on the Lots:

- a. bay windows;
- b. covered entry ways;
- c. front doors with sidelights or double doors;
- d. exposed aggregate or stamped concrete walks and drives.

Section 5. Size.

5.1 No single family dwelling shall be constructed on any lot unless the total square footage of the main structure, exclusive of porches and garages, is 1600 or more. Each dwelling shall include a double car or larger garage.

Section 6. Completion Deadlines, Landscape, Appearance.

6.1 The construction of any building upon a Lot shall be completed as soon as possible after it is begun and in all events shall be completed within twelve (12) months from the date on which the building permit therefore is obtained.

6.2 Landscape areas and driveways must be maintained in a clean and orderly fashion. No rubbish, trash, inoperable vehicles, or equipment will be kept on any Lot. Wood piles, tools, and equipment will be stored within a building or sight obscuring enclosure. No motor vehicle maintenance or repair will be conducted on any Lot except in the garage or in the Side or Rear Yard behind a site obscuring enclosure.

6.3 Recreational vehicles may be parked on a Lot in the Side Yard area so long as they do not extend into the Front Yard. Recreational Vehicles shall not be parked on the public streets in the Subdivision.

6.4 All buildings, structures, fences, and landscaping shall be constructed and maintained in a clean and presentable appearance in such manner as not to cause undue fire hazard, due to brush, trees, grasses, and shrubs. No commercial harvest or cutting of forest products shall be permitted on any Lot.

6.5 All garbage receptacles shall be kept in a building or a sight obscuring enclosure to protect the views from the street and adjoining Properties.

Section 7. Easement For Utilities.

7.1 Easements are hereby reserved to the developers, its successors in interest and assigns, 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 including the water system installed thereon. Such persons, companies, and authorities shall have the right to construct, erect, install, and maintain underground public utility facilities of all kinds, including telephone communication and electric lines. All such 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 ground, including but not limited to electric transformers.

7.2 All of such persons, public utility companies, and authorities for whom such easements are reserved shall have 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 obstructions shall be placed or maintained within the areas of said easements by any Owner or any Lot.

7.3 Any such obstruction placed within such easements by the Owners or by any other person may be removed by any public utility company or authority whose ingress or egress is impeded thereby, and there shall be no liability to the Owner or any other person for such removal. The Owner or other person placing, causing, or permitting such obstructions to be placed within such easements shall be liable to the utility company or authority which removed it for the cost of removal thereof.

Section 8. Signs.

8.1 No signs shall be placed on a Lot except as follows: 1) one sign of not more than one square foot prepared by a professional; 2) one sign of not more than five square feet offering the Property for sale or rent. The Developer and its agents and assigns may, until all Lots within the Subdivision are sold and dwellings constructed thereon, place signs as deemed appropriate to advertise the Property for sale.

Section 9. Natural Drainage.

9.1 No Owner of the Property shall have any cause of action against the developer, Josephine County or their successors or assigns for damages to persons or Property arising out of or resulting from drainage of surface waters over and across natural drainage ways.

9.2 The Subdivision is a Steep Slope Subdivision. There are numerous natural swales throughout the Subdivision predominately running East and West. These natural swales are essential to the natural drainage of the Subdivision. Lot Owners are required to keep these natural swales clear of any type of obstructions or natural debris that would subtract from the easy flow of natural drainage.

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Lot 1, Phase 1 has an engineered detention pond located on the Western Property line. The Owner of Lot 1 is responsible for maintaining this detention pond to ensure proper drainage.

Section 10. Architectural Control.

10.1 No building, structure, or fence shall be erected or placed on the Property until the plans, specifications, colors, materials, and plot plan have been approved by the Architectural Control Committee, the "Committee" hereafter.

10.2 An Owner shall apply in writing to the Committee for approval and shall submit: 1) a plot plan depicting the location of the buildings and other improvements on the lot; 2) a set of building plans; and 3) a list of exterior materials together with samples of color, texture, and style

10.3 The application shall be submitted to the Committee at 1590 SE "N" Street, Grants Pass, OR 97526. The Committee shall apply the purposes and standards set forth herein and approve or reject the submittal based thereon within 21 days after it is received. Failure of the Committee to act within that time shall be deemed an approval of the submittal.

10.4 The Committee shall be composed of the President of Cliff Woodruff Construction and Design, Inc. and/or assignees. The Committee may delegate its function to an individual agent, such as an architect or designer. Upon a vacancy on the Committee, the remaining members shall appoint a successor.

Section 11. Effect, Enforcement.

11.1 These covenants shall continue in effect for twenty (20) years from the date hereof. Thereafter, these restrictions shall continue in effect unless and until terminated by a document signed by Owners of a majority of Lots in the Subdivision and recorded in the Official Records of Josephine County, Oregon.

11.2 These restrictions shall run with the Property and the benefits and burdens are binding thereon. Each Lot is both the servient and dominant estate as to these restrictions.

11.3 Enforcement of these restrictions shall be by action at law or suit in equity either to restrain the violation thereof or to recover damages for such violation, or both to the extent allowed by law. The prevailing party in such suit or action shall have and recover, in addition to costs and disbursements, such sum as the trial and appellate courts may adjudge to be reasonable attorney fees. Whether or not suit or action is filed, an Owner referring this Declaration to an attorney for enforcement regarding a violation thereof shall be entitled to recover from the party violating these restrictions their reasonable attorney fees.

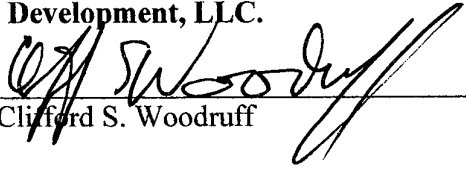
11.4 Invalidation of any one or more of these restrictions by court order or decree shall in no way affect any other provisions hereof. Failure to enforce any of these restrictions shall not be construed to be a waiver thereof or consent express or implied to any further or succeeding breach or violation or an estoppel.

11.5 If any of these provisions conflict with applicable statutes, ordinances, rules, or regulations of any governmental agency or political subdivision with jurisdiction over the Subdivision and these restrictions are more strict, these restrictions shall control. If these restrictions are less strict, then those applicable statutes, ordinances, rules, and regulations shall control.

Declaration of Covenants, Conditions and Restrictions
For Paradise Vista Subdivision

Executed this 12 day of February, 2008.

Developer/Declarant:
WTW Development, LLC.

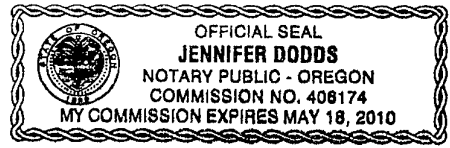
by: 
Clifford S. Woodruff

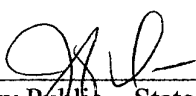
by: _____
William C. Thorp, III

by: _____
Daniel L. Woodruff

State of Oregon)
) ss.
County of Josephine)

This instrument was acknowledged before me on this 12 day of February, 2008 by Clifford S. Woodruff, ~~William C. Thorp, III~~ and ~~Daniel L. Woodruff~~ as Members of WTW Development, LLC.




Notary Public - State of Oregon
My Commission Expires: May 18, 2010

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FA-1378673 KFA/ecom

After Recorded Return To:
WTW Development LLC
P. O. BOX 157
Grants Pass, OR 97528

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
FOR
PARADISE VISTA SUBDIVISION**

20.

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Paradise Vista Subdivision recorded February 12, 2008 as Document No. 2008-002506; Official Records of Josephine County, Oregon changes Section 10, Architectural Control as follows:

"10.3 The application shall be submitted to the Committee at 777 NE 7th Street, Suite 221, Grants Pass, OR 97526. The Committee shall apply the purposes and standards set forth herein and approve or reject the submittal based thereon within 21 days after it is received. Failure of the Committee to act within that time shall be deemed an approval of the submittal."

"10.4 The Committee shall be composed of Bill Thorp, Managing Partner of WTW Development, LLC and/or assignees. The Committee may delegate its function to an individual agent, such as an architect or designer. Upon a vacancy on the Committee, the remaining members shall appoint a successor.

These are the only changes affected by this Amendment and all other provisions of the original Declaration of Covenants, Conditions and Restrictions recorded February 12, 2008 as Document No. 2008-002506 remain in full force and effect.

Developer/Declarant/Committee Member Bill Thorp

By Bill Thorp
Bill Thorp

State of Oregon Josephine County)ss.

This instrument was acknowledged before me on April 15, 2009 by Bill Thorp, managing member of WTW Development, LLC

Karen Frick
Notary Public for Oregon



JOSEPHINE COUNTY OFFICIAL RECORDS 2009-006325
 ART HARVEY, COUNTY CLERK

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