

**SECOND AMENDED AND RESTATED RULES & REGULATIONS OF  
THE HIDDEN GROVE SUBDIVISION, THE GREEN VALLEY SUBDIVISION  
AND THE HIDDEN GROVE/GREEN VALLEY HOMEOWNERS ASSOCIATION  
CITY OF CENTRAL POINT, JACKSON COUNTY, OREGON**

**ARTICLE I**

**RULES AND REGULATIONS**

The following Rules and Regulations shall be applicable to the real property described as the Subdivisions, as well as each Lot in the Subdivisions, and shall be for the benefit and limitations upon all present and future owners of said properties, or any interest therein. The Board of Directors may change these Rules and Regulations at their discretion. Changes, other than the fee schedule, attached hereto as Exhibit “A”, will be published annually. The current fee schedule is available at the Hidden Grove/Green Valley Homeowners Association office, 4901 Hamrick Road, Central Point, OR 97502, during regular office hours. These Rules and Regulations together with the Bylaws and the Conditions, Covenants and Restrictions (CC&Rs) are collectively known as the “Governing Documents”.

**Section 1 – Utility Requirements**

- a) Sewer connections must be ABS type rigid sewer pipe of equal or better quality.
- b) Water connections must be copper or PVC.
- c) Any utility trenching must be done by a State of Oregon licensed contractor.
- d) Electrical work must be done by a State of Oregon licensed electrician.
- e) Water and electric connections must be underground and water lines must have adequate heat tape or insulation tape.
- f) No poles shall be permitted within the Subdivisions. No overhead wires are to be used for any purpose. This provision is not to apply to power poles or lines already existing at the time of the original Declarations, or the rights of the power utility to maintain or reconstruct the same. Nor shall this provision prohibit the exercise of rights under preexisting easements or agreements.

**Section 2 – Home Requirements and Installation Time Frames**

**Manufactured Homes**

- a) Footings for the support of the manufactured home foundation shall be continuous concrete. Footings shall be poured in trenches excavated below the finish grade under the home, so as not to interrupt the drainage of the under floor areas. The home must be attached to a permanent split face 8” x 16” block, which is tilled and steel reinforced within four (4) weeks of setup. No metal or vinyl skirting will be allowed.

- b) No building shall be erected, altered, placed or permitted to remain on any Lot other than a new double or triple detached single family dwelling, which is either new or has been approved by the Architectural Review Committee.
- c) No home shall be less than 1,000 square feet in size, exclusive of garages and open porches, with a minimum of two bedrooms and two bathrooms.
- d) Towing hitches must be removed from the home within thirty (30) days following setup.
- e) All homes must have either a front porch/entrance combination or thirty-five (35) square feet of window surface facing the street.
- f) All exterior doors must be lighted and, except for storm and/or screen doors, must open inward.
- g) Window frames must be vinyl or wood, no mill finished aluminum. All windows must have shutters or complimentary four inch (4") wood trim.
- h) Homes must have wood hardboard or stucco siding and composition shingle roofs. No asbestos, tarpaper, metal or vinyl siding or asbestos shakes or shingles shall be used on the exterior.
- i) The exterior trim paint must contrast with the exterior house paint, and all exterior colors must be presented to the Homeowners Association and approved prior to painting.
- j) Acceptable exterior options are special trim packages, dormers, recessed entry, built-in decks, bay windows, rake windows on gabled ends, grids on windows throughout, partial lap siding and full lap siding.
- k) Eaves, gutters, downspouts and splashguards are required around the entire home.
- l) Each home shall have two (2) "built-in" hose bibs, one (1) on each side of the home.
- m) A driveway slab and either a garage slab or a carport and shed slab must be completed within ten (10) days after setup.
- n) A three foot (3') wide sidewalk must be installed adjacent to the street, across the entire frontage of the Lot, within ten (10) days after setup. A three foot (3') pedestrian easement exists on all sidewalks and driveways in the Subdivision.
- o) An approved photoelectric post light must be installed at the designated spot in the front yard within thirty (30) days following occupancy. The electricity costs and maintenance for this light fixture are the responsibility of the Lot owner. A \$100.00 fine will be levied for every thirty (30) day period in which a front yard light is inoperable.
- p) Decks, porches and/or steps must be installed with handrails and skirted with concrete block within thirty (30) days following occupancy.
- q) Carports or garages are to be installed within thirty (30) days following occupancy.
- r) Homes without garages must have storage sheds, minimum of eight feet by eight feet (8'x8'), free standing on their own concrete slabs constructed of material similar to the house exterior with matching composition roof, within forty-five (45) days of occupancy and be painted to match the house within thirty (30) days after completion.

- s) Carport awnings are required on homes that do not have garages and must be installed within thirty (30) days following occupancy.
- t) Under certain circumstances, exceptions to these requirements may be permitted. Any and all exceptions or deviations from the architectural requirements must be approved in writing by the Homeowners Association prior to installation or construction. It should be noted that these are the minimum architectural specifications of the Subdivision, and that certain areas may require stricter standards.

Should the Homeowners Association fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted in writing, the Lot owners involved shall notify the Board of Directors in writing. If the Board of Directors should fail to approve or disapprove such plans and specifications no later than fourteen (14) days after the next scheduled Board of Directors meeting which follows the submission of such plans and specifications, such plans and specifications shall be deemed to have been approved, and the owners of such Lots thereafter may pursue the same to the extent only that this Declaration expressly permits, provided, however, that no variance from the requirements can be permitted without compliance with the variance provisions.

### **Stick-Built Homes**

- a) No home shall be less than 1,000 square feet in size, exclusive of garages and open porches, with a minimum of two bedrooms and two bathrooms.
- b) All homes must have either a front porch/entrance combination or thirty-five (35) square feet of window surface facing the street.
- c) All exterior doors must be lighted and, except for storm and/or screen doors, must open inward.
- d) Window frames must be vinyl or wood, no mill finished aluminum. All windows must have shutters or complimentary four inch (4") wood trim.
- e) Homes must have wood hardboard or stucco siding and composition shingle roofs. No asbestos, tarpaper, metal or vinyl siding or asbestos shakes or shingles shall be used on the exterior.
- f) The exterior trim paint must contrast with the exterior house paint, and all exterior colors must be presented to the Homeowners Association and approved prior to painting.
- g) Eaves, gutters, downspouts and rain drains to the street are required.
- h) Each home shall have two (2) "built-in" hose bibs, one (1) on each side of the home.
- i) A driveway slab and garage slab must be completed prior to Certificate of Occupancy.
- j) A three foot (3') wide sidewalk must be installed adjacent to the street, across the entire frontage of the Lot, prior to Certificate of Occupancy. A three foot (3') pedestrian easement exists on all sidewalks and driveways in the Subdivisions.
- k) An approved photoelectric post light must be installed at the designated spot in the front yard within thirty (30) days following occupancy. The electricity costs and maintenance for this

light fixture are the responsibility of the Lot owner. A \$100.00 fine will be levied for every thirty (30) day period in which a front yard light is inoperable.

- l) Decks, porches and/or steps must be installed with handrails and skirted with concrete block prior to Certificate of Occupancy.
- m) Under certain circumstances, exceptions to these requirements may be permitted. Any and all exceptions or deviations from the architectural requirements must be approved in writing by the Homeowners Association prior to installation or construction. It should be noted that these are the minimum architectural specifications of the Subdivisions, and that certain areas may require stricter standards.

Should the Homeowners Association fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted in writing, the Lot owners involved shall notify the Board of Directors in writing. If the Board of Directors should fail to approve or disapprove such plans and specifications no later than fourteen (14) days after the next scheduled Board of Directors meeting which follows the submission of such plans and specifications, such plans and specifications shall be deemed to have been approved, and the owner of such Lot thereafter may pursue the same to the extent only that this Declaration expressly permits, provided, however, that no variance from the requirements can be permitted without compliance with the variance provisions.

### **Section 3 – Landscaping**

- a) The Lot owner shall landscape each Lot within the Subdivisions within ninety (90) days of occupancy.
- b) In the Green Valley Subdivision, each Lot shall have at least one (1) street tree per each street frontage, so corner lots shall have at least two (2).
- c) In the Hidden Grove Subdivision, each Lot shall have at least one (1) street tree per each street frontage unless there isn't enough space fronting the street, in which case appropriate shrubbery shall be substituted.
- d) The Landscape and Tree List from the City of Central Point provides guidelines in establishment of planting.

### **Section 4 – Fencing**

- a) Lots must be fenced within ninety (90) days of occupancy. A permit issued by the City of Central Point is required.
- b) Fencing in the Hidden Grove Subdivision must be chain link (no wood) with green privacy slats. Plantings or fences shall not exceed three feet (3') in height in the front yard within fifteen feet (15') of the street. Fencing in the Green Valley Subdivision shall remain consistent with the fence design plans attached to the Conditions, Covenants and Restrictions (CC&Rs), marked Exhibits "C" and "D".
- c) Maximum height of any sight-obscuring fence shall be six feet (6').
- d) Fences shall not detract from the appearance of any adjacent homes.

- e) The Lot owners are responsible for the care and maintenance of their fence at all times, including vacation and periods of absence.
- f) If the fence is not maintained, the matter will be taken to the Homeowners Association for enforcement according to the provisions of the Governing Documents.

### **Section 5 – Home Maintenance**

- a) Exterior maintenance shall include, but not be limited to, sweeping, window cleaning, cobweb removal, hornet, wasp and/or yellow jacket nest removal, maintenance of exterior lighting, including post lights, maintenance of screens and screen doors, roofing and painting.
- b) Streets, including gutters, sidewalks, driveways, carports, porches and decks will be kept clean and free from unattended toys, trash and debris at all times.
- c) Outside furniture will be limited to items commonly accepted as patio furniture.
- d) Firewood must be stored in an area or enclosure screened from the street or in an approved storage shed.
- e) Household and garden equipment and building tools, when not in use, must be stored either behind the home out of sight of the street or in a garage or storage building.
- f) All wooden structures such as decks, hand railings, storage buildings, etc. shall be painted and/or stained as necessary to prevent their visual and/or physical deterioration.

### **Section 6 – Landscaping Maintenance**

- a) Trees and lawns must be watered and lawns must be mowed, edged and kept free of weeds. An underground irrigation system requires a permit issued by the City of Central Point. Backflow devices should be inspected on an annual basis. Trees and shrubs must not obstruct signs or block roads or sidewalks.
- b) Yard areas must be kept free of weeds, clutter and debris.
- c) The Lot owner will be responsible for the care and maintenance of the Lot at all times, including vacation or periods of absence.
- d) Adequate water shall be applied to maintain the landscaping in an appropriate manner.
- e) Sprinklers must be turned off from November 1 through March 31.

### **Section 7 – Nuisances**

- a) All trash, garbage, or other waste materials shall not be kept except in sanitary receptacles with lids. In the Green Valley Subdivision, trash receptacles must be stored in the garage or behind enclosed fencing pending collection and removal. In the Hidden Grove Subdivision, trash receptacles must be stored neatly at the rear of the carport or, if there is no carport, in the garage or behind enclosed fencing pending collection and removal. All other containers for the temporary storage or disposal of waste material must be approved by the Homeowners Association.

- b) No CB or Ham radio antennas are allowed without the written consent of the Homeowners Association. Television antennas, or small satellite dishes less than 24" in diameter, must be installed at the rear of the home at a height not to exceed five feet (5') above the roofline at the rear of the home.
- c) No wall or window mounted air conditioners or evaporative coolers are allowed.
- d) Clotheslines are not allowed. Articles of clothing, linens, rugs, etc. are not allowed to be draped over deck/porch railings or fences or left outside the home.
- e) No structure of a temporary character, trailer, camper, recreational vehicle, tent, shack, garage or barn shall be used on any Lot or Common Area at any time as a residence, either temporarily or permanently.
- f) Any pool or play equipment considered an attractive nuisance must be placed above ground behind the home and must be within the fenced, gated and locked boundaries of the backyard. Basketball hoops may be placed on the Lot but must not be on or blocking the sidewalk or the street. The Lot owner assumes responsibility for maintaining play equipment in serviceable condition. The Lot owner herein acknowledges and accepts full responsibility and liability for said equipment and/or pool.
- g) No resident, guest or pet may cause or suffer any loud or disturbing noise at any time. Drunkenness, immoral conduct or conduct causing a disturbance or annoyance to other residents will not be tolerated. This prohibition shall include, but not be limited to, drugs and/or parties, radios, televisions, stereo equipment, etc. Issues between residents shall be reported to and handled by the Central Point Police Department.
- h) Damage to or destruction of property by any person is the responsibility of the Member who is their host

**Section 8 - Pets**

- a) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats and other household pets provided they are not bred or maintained for commercial purposes.
- b) No more than two (2) generally recognized household pets may be maintained on any Lot, and they shall be kept solely as household pets for private use. No exotic animals are allowed. Exceptions to this provision may be presented to the Board of Directors and approved on a case by case basis.
- c) Pets must be licensed and rabies vaccinated within one (1) year of age. It is the responsibility of the resident to obtain current certificates and/or receipts. If certificates or receipts are not available, a written statement from a local veterinarian will suffice.
- d) Except for cats, pets must be kept on residents' Lots and are not allowed to roam unattended on the streets, Common Areas or other residents' Lots. Pets shall be maintained on a leash when not inside the resident's Lot. Pets shall not be left leashed or tied outside the resident's home during any period of absence by the resident.

- e) Residents are responsible for cleaning up after their pets and the pets of their guests, agents, contractors or invitees and shall promptly remove and dispose of, in a sanitary manner, all waste from said pets. Residents shall ensure their pets do not enter other residents' yards.
- f) Pets shall not be a disturbance and/or a nuisance. Residents shall contact animal control or the Central Point Police Department directly to report pet nuisance complaints. The Homeowners Association will take action once three (3) police reports have been filed and results are not forthcoming.
- g) Residents shall assume all liability for incidents involving their pets and shall hold harmless the Homeowners Association for any and all matters.

### **Section 9 – Vehicles**

- a) The speed limit within the Subdivisions is ten (10) MPH. Residents and their guests are required to adhere to the speed limit of ten (10) MPH. If speed violators are reported to the Homeowners Association, the responsible Lot owner may be fined.
- b) Parking is allowed on only one (1) side of the streets. Signs are posted, and curbs are marked. Vehicles parked in "No Parking Fire Lane" areas or in front of fire hydrants will be reported to the Central Point Police Department. Vehicles must be parked so they do not pose a safety hazard, block any resident's driveway or restrict the traffic flow of any vehicles.
- c) No person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the curbside wheels of the vehicle within twelve inches of the edge of the curb.
- d) Motorcycles, passenger autos, vans or pickup trucks of the size of one (1) ton or less may be parked within the Subdivisions. Large commercial vehicles are allowed as may be reasonably incidental to services being performed or deliveries being made. All other vehicles shall not be parked within the Subdivisions, except for within the RV storage area. Semi-truck tractor units may be left on the street for one (1) hour to accommodate loading and unloading of the cab.
- e) Major overhauling or repairs of vehicles, boats or other equipment shall not be permitted. Minor repairs, such as tune-ups, are permitted but shall not include oil changes, lubrication or the use of any hazardous materials. Vehicles must not remain under repair for more than three (3) days and must be maintained in a clean and orderly manner. No equipment, engines, motors, etc. shall be washed anywhere in the Subdivisions. Vehicles leaking gasoline, oils, coolant, etc. must be repaired and spills must be cleaned up promptly. Inoperable vehicles or vehicles with expired registrations shall not be parked within the Subdivisions except within the RV storage area.
- f) Parking of boats, trailers, trucks (other than pickup trucks), campers, recreational vehicles and like equipment shall not be allowed on any part of any Lot nor on streets except within the confines of an enclosed garage, storage carport or behind a screening fence or shrubbery tall enough to screen the vehicle from view which shall in no event project beyond the front walls of any dwelling or garage. Recreational vehicles and boats may be left on the Lot for twenty-four (24) hours to accommodate loading and unloading.

- g) All recreational vehicles and boats shall be stored or otherwise parked in a designated space in the RV storage area. No recreational vehicles or boats shall be stored in the Mini Storage Unit area without express permission of the Homeowners Association.
- h) Off-road vehicles, such as ATVs, snowmobiles, dirt bikes, etc., may not be operated on the streets within the Subdivisions.

**Section 10 – Swimming Pool, Patio, Tennis Court, Basketball Court, Playground, Park Areas, RV Storage Area and Mini Storage Unit Area**

- a) Smoking, alcoholic beverages and glass containers are not allowed in any of the above Common Areas.
- b) Loud or offensive music and/or language, public displays of affection and/or obscenities in any of the above areas may result in immediate removal and may terminate the individual’s right to use these areas for a period of time at the discretion of the Homeowners Association. Lot owners may also receive a fine.
- c) A release must be signed by a resident before they receive access to the pool which releases the Board of Directors, the Homeowners Association, and its owners, their successors, heirs and assigns, agents and employees, of and from any and all liability (including claims based upon negligence) for any and all actions, suits, claims for relief, demands, damages and causes of actions of any kind and nature known and unknown, in any way arising out of or connected with the residents and their guests or invitees, and, if a rental, their tenants, their tenants’ guests or invitees, utilization of the swimming pool. This release includes, but is not limited to, any and all such claims for property damage or personal injury.
- d) All posted rules must be followed.
- e) At the pool, a competent swimmer must accompany children under fourteen (14) years of age or non-swimmers.
- f) Mini Storage units and spaces in the RV parking area are available for residents to rent, per Exhibit “A” Fee Schedule. Keys may be obtained from the office.

**Section 11 - Clubhouse**

- a) The clubhouse is available for rent to residents for private parties. A refundable cleaning deposit and a non-refundable fee are required per Exhibit “A” Fee Schedule. A clubhouse rental agreement must be signed at the time of deposit. The deposit will be returned within seventy-two (72) hours after use if the clubhouse and its contents as well as the patio and park areas are left undamaged and cleaned according to the posted requirements.
- b) Moderate alcohol use is allowed only inside the clubhouse. Smoking is not allowed within the clubhouse.
- c) Glass containers, smoking, and drinking of alcoholic beverages are not permitted in the clubhouse patio or parking areas.
- d) Any person under eighteen (18) years of age must be accompanied by an adult eighteen (18) years of age or older while using the clubhouse.



- e) Residents are responsible for any damage that the clubhouse or its contents sustain during their rental period.
- f) The Homeowners Association is not responsible if the residents or their guests get injured or have items lost or stolen during their rental of the clubhouse.
- g) The office in the clubhouse is reserved for the Board of Directors and the Homeowners Association staff.

**Section 12 – Signs**

Residents have the right to place signs such as, but not limited to, “For Sale” or “Garage Sale” on their Lots. The Homeowners Association may impose reasonable rules regarding the size, placement and character of such signs.

**Section 13 – No Soliciting**

Solicitation of the Homeowners Association residents shall be prohibited with the exception of local children conducting legitimate fund-raising projects.

THE UNDERSIGNED, AS DECLARANTS, SUBSCRIBED TO AND DATED THESE **SECOND AMENDED AND RESTATED RULES & REGULATIONS** in Central Point, Jackson County, Oregon, IN WITNESS WHEREOF, the parties hereto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Hidden Grove/Green Valley Homeowners Association:

By: \_\_\_\_\_  
Regina Nelson, President

By: \_\_\_\_\_  
Michael House, Secretary

**EXHIBIT "A"**

**FEE SCHEDULE  
HIDDEN GROVE GREEN VALLEY SUBDIVISION  
SECOND AMENDED AND RESTATED RULES AND REGULATIONS**

Clubhouse	<p>Minimum \$50 refundable deposit, at the discretion of the manager, not to exceed \$100.00. If everything is undamaged, if the cleaning checklist has been completed, and if the renter does not misstate the purpose of their event, the deposit shall be refunded. Renter must be a resident, current on dues and RV and Mini Storage fees.</p> <p>\$50 nonrefundable usage fee per rental for the first 4 rentals in a calendar year. After 4 rentals in a calendar year, the cost fee shall be \$75.00 per rental for the rest of the year.</p>
Mail Box Key	Issued by Central Point Post Office
Mini Storage Units	<p>Large Storage Unit – 8’ x 10’ - \$40/month Small Storage Unit – 5’ x 10’ - \$30/month Mini Storage Unit Area key is \$5; lost key charge is \$50 Requester must be a resident, current on dues and RV fees</p>
Pool Area	<p>Pool Area key is \$25 Requester must be a resident, current on dues and RV and Mini Storage fees.</p>
RV Storage Area	<p>\$35/space/month RV Storage Area key is \$5; lost key charge is \$50 Requester must be a resident, current on dues</p>
Tennis Court	<p>Tennis Court key is \$25 refundable; lost key charge is \$50 Requester must be a resident, current on dues and RV and Mini Storage fees.</p>