

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 16th day of September 1970, by THE QUADRANT CORPORATION, a Washington corporation, hereinafter referred to as "Declarant" WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Klamath, State of Oregon, described as follows:

Tract No. 1007 "Winchester" Division No. 1, a duly recorded plat in Klamath County, Oregon

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Declarant" shall mean and refer to Quadrant Corporation, its successors and assigns, of such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

RESTRICTIONS

Section 1. All Lots in the tract shall be known and described as residential lots. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling for single-family occupancy only, not to exceed two stories in height, and a private garage for not more than three cars, one stall of which may be for a boat or a trailer.

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Section 2. No building shall be located nearer to the front of the line of the lot or nearer to the side street line than the building setback lines if shown on the recorded plat. In any event, no building of any kind shall be located on any residential lot nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty (20) feet to any side street line, except that, no building of any kind shall be located on any lot nearer than twenty-five (25) feet to the street lot line on the side of the lot where the driveway for such building enters the street; and no building shall be located nearer than fifteen (15) feet to the rear lot line, except a detached garage. No building shall be located nearer than five (5) feet of the side lot line. A detached garage may be located within five (5) feet of the rear lot line, except where rear lot line abuts a street, in which case the setback of twenty (20) feet, and except in conflict with a recorded easement.

Section 3. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 5,000 square feet or an average width of less than 50 feet.

Section 4. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or within any building located in this subdivision on a residential lot, nor shall any goods, equipment, vehicles (including buses and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, stored, dismantled, or repaired outside any building or any residential lot, nor shall any goods, equipment or vehicles (including buses and trailers of any description) used for private purposes and not for trade or business be kept, stored, dismantled or repaired outside any building on any residential lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary containers for proper disposal. Yard rakings such as rocks, dirt and other materials as a result of landscaping shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

Section 5. No trailer, basement, tent, shack, garage, barn or other outbuildings erected or placed in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 6. No dwelling shall be permitted on any lot at a cost of less than \$10,000, exclusive of land, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, carports and garages, shall be not less than 700 square feet for a one-story dwelling and not less than 650 square feet for the ground floor area of a dwelling of more than one story.

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ARTICLE III.

Section 7. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finished painting, within nine months from date of commencement of construction, and shall be connected to public sewer.

Section 8. Fences, walls, hedges or mass plantings, exceeding thirty (30) inches in height shall not be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall; provided, however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six feet above ground. Fences in side yards that abut a side street are not permitted to exceed 42 inches in height from the front yard setback to the rear of the building. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling houses located upon the lot or building site or be offensive to the owners or occupants thereof or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. No radio or television antennae shall be permitted to extend more than ten feet above the roof line of any residence.

Section 9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept in compliance with existing laws and regulations and provided that they are not kept, bred, or maintained for any commercial purpose.

Section 10. No signs, other than community identification markers at entrance streets and limited to 36 inches in height, shall be erected or maintained on any lot, except that not more than one bona fide FOR SALE or FOR RENT sign, not exceeding 18 inches in width and 24 inches in length, may be displayed on any lot.

Section 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 12. All permanent utility systems shall be underground exclusively.

ARTICLE III.

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same 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 architectural committee composed of three or more members. In the event the committee fails to approve or disapprove such design and location within 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.

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Section 2. The Architectural Control Committee shall be composed of Tom Swanson, Jack Cloud and Bob Vincent all of Quadrant Home Builders, 11110 N. E. 8th Street, Bellevue, Washington. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

ARTICLE IV.

EASEMENTS

An easement is reserved under and upon the rear and front five feet of each lot and under and upon a two and one-half foot wide strip along each side of interior lot lines for utility installation and maintenance, power, telephone, water, sewer, drainage, gas, etc. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat; and others as required will also be recorded, as will necessary easements required by government subdivisions.

ARTICLE V.

GENERAL PROVISIONS

Section 1. Mutuality. These restrictions, easements, and agreements are imposed pursuant to a general plan with reference to the Properties and shall constitute mutual and reciprocal equitable servitudes on each of the Lots and a privity of contract between the various Owners thereof, their respective heirs and assigns, and are for the benefit of the properties and each lot or building plot or site thereof and of the present and future Owners thereof.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years.

Section 3. Enforcement. If the parties hereto or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any person or persons owning any Lot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from so doing or to recover damages or other dues from such violation. The Declarant 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 Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 4. Notices. Any demand to be made upon, or any notice to be given to, the Owner or Owners of any Lot or Lots in the tract to which these restrictions relate shall be in writing. Said demand or notice may be given to such Owner or Owners either by personal delivery of such demand or notice or by sending the same by prepaid United States registered mail, addressed to the record Owner or Owners of the Lot with respect to which the demand or notice relates; the same to be addressed to such Owner or Owners at the street address of the dwelling house or other structure situated upon the relevant Lot or Lots. Notice by certified or registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of 48 hours after the time of mailing; and the name and address of the person or persons to whom such demand or notice was mailed shall be conclusive, but not the inclusive means of, proof of such fact.

Section 5. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 16 day of Sept, 1970.

THE QUADRANT CORPORATION

By: John A. L. Davis, Asst. Secy.

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 16 day of Sept, 1970, before me personally appeared John A. L. Davis to me known to be the Asst. Secretary of The Quadrant Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Loretta M. Caswell
NOTARY PUBLIC in and for the State
of Washington residing at
Seattle

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Lyle Smith

this 21st day of September A. D., 1970 at 9:38 o'clock A.M., and duly recorded in
Vol. M 70 of Deeds on Page 8316

fee \$7.50

By W.M. D. MILNE, County Clerk
Phyllis L. Lunde

NAVPERS 660 (REVISED AUGUST 1945)

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