

DECLARATIONS OF COVENANTS AND RESTRICTIONS  
CRESCENT MEADOWS, KLAMATH COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS, That GRANT L. CORNELIUS and M. GAYLE CORNELIUS, husband and wife, who are hereinafter referred to as "declarants," do hereby declare as follows:

WHEREAS, declarants are the fee owners or contract purchasers of certain property located in Klamath County, State of Oregon, all lots and tracts within the plat of Crescent Meadows, according to the plat thereof on record in the office of the County Clerk of Klamath County, Oregon, hereinafter referred to as "said property," and

WHEREAS, declarants desire to subject said property to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any future owners thereof, this Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as hereinafter specified; and

DECLARANTS HEREBY DECLARE that the above-described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarants, or their successors or assigns, may from time to time subject additional real property owned by them, contiguous to any of the said property above described, to the restrictions set forth by appropriate reference thereto.

ARTICLE I  
General Purpose of Conditions

The said property is being subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to issue to the best use and the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high type and quality of improvement of said property, and thereby to enhance the value of investments made by purchasers of lots thereon.

ARTICLE II  
Covenants and Restrictions

1. Land Use. All lots, tracts and parcels of said property shall be used only as herein set forth and zoned and for single family residences. Such designated usage can be changed only by the approval of the Architectural Planning and Zoning Committee, hereinafter called the Planning Committee, which committee shall consist of three members appointed by the declarants and that after 90% of the lots in said subdivision have been sold, the record owners or contract purchasers may elect two members of said committee and the declarants appoint one member; after January 1, 1975, all members to be elected by the lot owners. That nothing in this Declaration mentioned shall be construed to prevent any of the declarants, or their successors or assigns, from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of said property while the same or any part thereof is owned by any of the declarants, their successors or assigns. Declarants to maintain roads until 75% of Crescent Meadows plat is deeded or contracted.

2. Architectural Control. No permanent structure or building shall be placed or erected upon any lot or tract or parcel of the said property which does not conform to Klamath County building regulations and the requirements of the declarants. No building shall be erected, placed or altered upon any lot, tract or parcel of said property until the constructions plans and specifications have been submitted to and approved in writing by the said declarants prior to the commencement of any construction. The work of construction of all buildings and structures shall be prosecuted



diligently and continuously from commencement of construction until exteriors of such buildings and structures are completed and painted or otherwise suitably finished and within 18 months of commencement.

The construction of buildings from materials indigenous to the area and designed for wooded mountain lots is encouraged. Unless otherwise authorized by the planning committee, roofing shall be of natural materials and neutral colors; the exterior of structures shall be in earthy tones. Campers may be used as temporary or seasonal dwellings. Mobile homes may be used as dwellings if designed into permanent structures.

3. Building Size Limitations. No dwelling shall be permitted on any lot wherein the living floor area of the structure shall be less than 400 square feet. No dwelling or other building shall exceed a maximum height of two stories from the original grade level at the lot setback line on all lots. Outbuildings shall be of color and design harmonious to the dwelling.

4. Setbacks. No building shall be located on any lot nearer than 30 feet to the front lot line; nor nearer than 25 feet to any side street line or rear property line, nor nearer than 25 feet to any interior property line of the declarants. Provided, however, that this shall not be construed to permit any portion of any structure or building upon one lot to encroach upon or over another lot not held in the same ownership.

4a. Location of structures. No structure may be erected which will block or interfere with the major view from an existing dwelling, unless written permission is granted by the owner or owners of the existing dwellings.

5. Cuts and Fills and Utility, Sewerage and Drainage Easements. The right is reserved to construct and maintain public utilities on the streets and roads of the plat, either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the plat in the original grading of said streets, or roads, together with the right to reserve perpetual easement five feet wide under, over and across the rear and sides of each lot, within, contiguous and parallel to the rear and side lot line thereof, for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities and sewerage and drainage systems. No change in the natural drainage shall be made by any lot owner without prior approval from the declarants. Buyers agree to cooperate with the declarants in enhancing natural drainage.

6. Nuisances. No commercial activity, noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. Habitation of Temporary Structures. No structure of temporary character, basement, tent, shack, garage, or any other out-building shall be used on any lot at any time as a permanent or seasonal residence or dwelling. Such structure may be used, however, during construction of permanent structures or for temporary guest housing.

8. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said property, except that horses, dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Horse numbers shall be limited to two (2).

9. Refuse. Garbage or other waste shall not be kept excepting in sanitary containers. All incinerators and other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition.

10. Term. These covenants and restrictions are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 10 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of all lots within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part, or until all lots are sold, after which property owners by majority vote may determine.

11. Inspection. Declarants are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon 24 hours' notice to the owner or occupant thereof.



12. **Enforcement.** The declarants are hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that the declarants fail to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning lots within the said property make take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any such enforcement proceedings whether in law or in equity shall have from his opponent such attorney's fees as the court may deem reasonable.

Further, if violations which might occur are called to the attention of the violators by the declarants, and such violations are not ceased or corrected within a reasonable time, the correction of such violations may be done by persons employed by the declarants, and any costs and charges therefor will be assessed against the violators and payable by them.

13. **Severability.** Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

14. **Amendment of Declaration.** This Declaration may be amended at any time by the affirmative vote of a two-thirds majority of the then lot owners, with each lot having one vote.

15. **Insertion in Deeds.** The declarants, their heirs, assigns and successors in interest hereby agree to inform any prospective purchaser or lessee of any of the said property of the existence of this Declaration and the covenants and restrictions herein contained; and agree that reference to said Declaration shall be contained in every deed or lease of any portion of said premises.

IN WITNESS WHEREOF, declarants have hereunto set their hands this 19th day of October, 1970.

Grant L. Cornelius  
M. Gayle Cornelius

STATE OF OREGON, )  
 ) ss.  
County of Benton. )

THIS CERTIFIES, that on this 19th day of October, 1970, before me, a notary public in and for said county and state, personally appeared the within named GRANT L. CORNELIUS and M. GAYLE CORNELIUS, husband and wife, who are known to me to be the persons described in and who executed the within instrument and acknowledged to me that they freely and voluntarily executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Martin J. Hoffman  
Notary Public for Oregon  
My commission expires: Oct-27, 1972

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Grant L. Cornelius & M. Gayle Cornelius  
this 20 day of October A. D. 1970 at 11:18 A.M. o'clock M., and  
duly recorded in Vol. M70, of Deeds on Page 9343

Fee \$4.50

Wm D. MILNE, County Clerk

By Reginald A. Steele