

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
SCHOOLER TRACT # 11135  
Recorded July 6, 1977  
Volume 177, page 12143  
Microfilm Records, of Klamath  
County, Oregon

This Declaration, made this 6th day of July 1977, by Roger W. and Cheryl Ann Schooler, 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:

Schooler Tract # 1135 the SW $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 9, Range 10, E. W. M. Klamath County, Oregon, according to the duly recorded plat thereof.

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 shall inure to the benefit of each owner thereof.

ARTICLE I.

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 Schooler Tract # 1135, its successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

Section 1. All lots in the tract shall be known and described as residential lots. No structure or building 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.

(continued)

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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 as 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-five (25) 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, except where rear lot line abuts a street, in which case the setback of twenty (20) feet shall apply, and except when in conflict with a recorded easement.

Section 3. 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 of 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 4. 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 5. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 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 1,600 square feet for a one-story dwelling and not less than 1400 square feet for the ground floor area of a more than one story.

Section 6. 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 septic tank within said time.

Section 7. Fences, walls, hedges or mass planting, exceeding thirty (30) inches in height shall not be permitted to extend nearer to any street than the minimum set back 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 to 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 8. Horses or cattle and household pets may be kept in compliance with existing laws and regulations and provide that they are not kept, bred, or maintained for any commercial purpose.

Section 9. 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 bonafide For Sale or For Rent sign, not exceeding 18 inches in width and 24 inches in length, may be displayed on any lot.

Section 10. 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 any lot.

Section 11. All permanent utility poles shall be within recorded easement and all telephone lines shall be underground where possible.

### 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 locations 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 Control Committee composed of two 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.

Section 2. The Architectural Control Committee shall be composed of Roger W. and Cheryl Ann Schooler all of 7451 So. 6th Street, Klamath Falls, Oregon 97601. 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 service performed pursuant to this covenant. At any time, the then recorded 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.

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ARTICLE IV.

EASEMENTS

Easements as shown on the recorded plat of said Tract 1135 shall assure the right to all public utilities, for ingress and egress to construct and maintain said public utilities. Said utilities shall include, but not limited to, telephone, water, sewer, drainage, gas and TV. Additional easements may be recorded as deemed necessary to properly service the said tract 1135.

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 respective heirs and assigns, and are for the benefit of the properties and each lot or building plot or site 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 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 restrictions to prevent him from doing so or to recover damages or other dues from such violations. The Declarant or any owner shall have the right to enforce by 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.

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 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. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise effect any other provision, which shall remain in full force and effect.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of JULY A.D., 19 77 at 4:20 o'clock P.M., and duly recorded in Vol. 177 of DEEDS on Page 12143.

FEE \$ 12.00

WM. D. MILNE, County Clerk

By April Drazil Deputy

*Handwritten:* w.d. Joseph H. Hattbold 2553 Summers Ave.

32270

## SCHEDULE OF PROPERTY AND LIST OF TRANSFEROR'S CREDITORS

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In re Bulk Transfer from

MARIE A. EDWARDS

Hereafter called "Transferor"

to

RICHARD HUBBARD and DONNA HUBBARD,

Hereafter called "Transferee"

A schedule of the property to be transferred by transferor to transferee is as follows (Describe sufficiently to identify it):

Restaurant and bar business commonly known as the Lighthouse Dining,  
205 Main Street, Klamath Falls, Oregon, along with all inventory,  
equipment, furnishings and fixtures.

Present location of property: 205 Main Street, Klamath Falls, Klamath, Oregon.

Transferee hereby requires transferor to furnish a list of his existing creditors prepared, subscribed and sworn to as stated in ORS 76.1040.

In construing this instrument, the singular includes the plural and the masculine includes the feminine and neuter, as circumstances may require.

Dated: June 30, 19 77

Transferee—State whether an individual ☒ partnership ☐ corporation ☐

Transferor—State whether an individual ☒ partnership ☐ corporation ☐

## TRANSFEROR'S LIST OF CREDITORS

STATE OF OREGON, County of Klamath ) ss.

I, MARIE A. EDWARDS, being first duly sworn, depose and say that:

I am the remaining transferor in the foregoing transaction; the following list contains the names of all creditors of the transferor and their respective business addresses as of the date hereof with the amounts due and owing or to become due and owing respectively to each:

Name	Business Address	Amount
Western Bank	421 S. 7th, Klamath Falls, Oregon	2,500.00
First Federal Savings & Loan	540 Main St, Klamath Falls, Oregon	32,000.00
Western Bank	421 S. 7th, Klamath Falls, Oregon	6,000.00
First National Bank (BAC)	601 Main, Klamath Falls, Oregon	1,400.00
Dennis Westcott	2824 Rosemont, Medford, Oregon	6,500.00
Sears, Roebuck & Co.	c/o Alan M. Lee 136 North 3rd, Suite C, Klamath Falls	2,500.00
Internal Revenue Service	125 S. 6th, Klamath Falls, Oregon ATTN: Mr. Squire	8,500.00