

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
TWIN RIVER VIEW #1155
Dated: June _____, 1978
Recorded: June _____, 1978 in
Volume M78, page _____
Microfilm Records, of Klamath
County, Oregon

DONALD M. LEFLER AND PHYLLIS E. LEFLER, husband and wife, First Parties,
TO THE PUBLIC:

Know all men by these presents, that Donald M. Lefler and Phyllis E. Lefler, husband and wife, are owners of the following real property situated in Klamath County, State of Oregon, described as follows, to-wit:

TWIN RIVER VIEW, a platted subdivision in Klamath County, Oregon,

herein referred to as First Parties, hereby adopt the following covenants and general scheme and plan for the improvement, use and restrictions in the use of all of the land herein described and represented by said plat, except as hereinafter expressly excepted therefrom for the enjoyment and self-benefit of the First Parties, as owners of said land, and also for the owners of any part of said land hereafter claiming through them, their heirs, grantees or assigns, and for the benefit of each part and parcel of said land, except as hereafter expressly excepted.

INTRODUCTION

Twin River View offers a unique mountain setting for residential and summer home site purposes. These introductory statements are intended as guidelines for builders and homeowners for the protection of the beautiful environment of Twin River View.

The site design, architecture, and landscaping should work as a unit.

In locating each structure on its site, every effort should be made to preserve the natural features of the site and to prevent obscuring the principal views of surrounding properties. The site should not be arbitrarily modified simply to conform to the design of the structure, but rather the structure designed with the site in mind. Also, it is hoped that all outdoor paved areas will be kept to an absolute minimum.

It is encouraged that homes in Twin River View be designed and planned with originality and varied set-back lines, using materials and finishes compatible with the mountain-like setting of Twin River View.

Because of the natural weathering appearance, the use of stains are encouraged over paints and it is hoped that bright colors will be restricted to front doors or accent areas.

The basic objectives of landscaping and revegetation are to preserve the land in its natural state as much as possible, to enhance the new structure and improvements, and to screen visually objectionable elements such as service areas, storage yards, utilities, etc. from public view. All new planting is encouraged to be an extension

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of the natural vegetation. Saving trees should be given top priority, even to the extent of designing outdoor decks AROUND existing trees.

It is hoped that these guidelines will help to preserve and enhance the naturally beautiful and peaceful quality of life in Oregon.

We, the undersigned, being the registered owners and parties of interest in Twin River View subdivision as described in the official plat thereof, located in Klamath County, State of Oregon, do hereby make the following declaration of conditions and restrictions covering the above-described real property, specifying that the declaration shall constitute covenants to run with all of the land, and shall be binding on all persons claiming under them and that these conditions and restrictions shall be for the benefit of and the limitations upon all future owners of said real property. These restrictions shall apply only to single family dwellings.

There shall be formed a "Design Review Committee" for the purpose of controlling and enforcing the conditions of this declaration and also to assist builders in constructing and maintaining a beautiful residential area. The committee shall be organized as follows:

DESIGN REVIEW COMMITTEE: The design review committee shall consist of the following members:

1. Donald M. Lefler
2. Phyllis E. Lefler

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 15 years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change these covenants in whole or in part. Any deviations from the conditions in this declaration will be allowed by a majority vote of the committee.

Invalidation of any of these covenants shall in no way affect any of the other provisions, which shall remain in full force and effect.

The following conditions and restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages, by the owner or owners of any of the above described lands, each of their legal representatives, heirs, successors, or assigns. Failure to enforce any of the following restrictions or covenants after written demand for the discontinuance of a violation thereof, and any failure to do so, then, whether said suit be reduced to decree or not the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney fee in such suit or action.

1. MASS GRADING OF A SITE WILL NOT BE PERMITTED: Earth work shall be only that required for foundations and driveways and be under and immediately adjacent to structures. This shall mean that construction disturbance shall be corrected so as to restore the ground to its original appearance.

2. **TEMPORARY STRUCTURE:** No structure of a temporary nature, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, and no old structure shall be moved or placed onto any of said lots, without the approval of the design review committee. Temporary housing to be granted only during construction and not for a period longer than nine months.
3. **SURFACE DRAINAGE:** Special attention shall be given to site surface drainage so that surface waters will not adversely affect neighboring properties.
4. **SET-BACK LINES:** No dwelling or other building shall be erected within twenty feet of a front property line, except a corner or unusually shaped lot which may have a twenty-foot set-back line on the side abutting the street; however, a building may be placed further back from set-back line, if desired. Side yard set-back lines shall be not less than 10% of the lot width. Variations in set-backs are encouraged and exceptions to the preceding rule which will enhance the site and structure will be approved by the design review committee.
5. **BUILDINGS:** No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three automobiles. In no event shall the residential building exceed 28 feet in height nor shall any building unnecessarily obstruct the view of any neighboring properties.

The design review committee may limit a building to a single story if it blocks the view of other buildings.
6. **MOBILE HOMES:** No mobile homes will be permitted.
7. **SIZE OF DWELLINGS:** No single family dwelling shall be less than 1100 square feet for the main structure, exclusive of porches and garages.
8. **REGULATIONS:** All electricity, plumbing, and septic tanks shall comply with the State of Oregon regulations.
9. **WATER SUPPLY:** All wells and water systems must have the prior approval of the County Health Department or such other governmental agency or officer as may have supervision or jurisdiction over water supplies and/or public health in Klamath County, Oregon. All water systems shall be constructed, used and maintained in conformity with and so as to comply with all applicable laws and regulations.
10. **FENCES AND WALLS:** No fences, or walls used as fences shall be erected or maintained of any lot or property line within the front set-back areas, except around outdoor storage areas or carports. No fence or wall used as a fence on any other portion of the property shall exceed a maximum height of six feet at any point. All fencing must match or be compatible with the exterior finish of the house.
11. **ANIMALS:** Livestock restricted to horses and household pets.
12. **COMMERCIAL VENTURE:** No commercial venture shall be allowed on any of the property herein.
13. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. CONDITION OF LOTS: Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. A definite enclosed location for trash storage shall be provided and located convenient to the street, unlocked for pickup, protected from animals and out of view.

15. LANDSCAPING: No live tree measuring more than six inches in diameter at a point measured three feet above the ground shall be cut without approval of the design committee, except trees located in the area of the structure itself. All original landscape plans shall be subject to the prior approval of the design review committee.

16. PLANS: No single family dwelling shall be built upon any of the lots in the above described property without first submitting the plot plan and the proposed house plans to the design review committee for approval prior to beginning work. The approval of the design review committee shall be mandatory on the construction of any new home or for a change of any landscape plan. The decision of the design review committee shall be final.

17. MAINTENANCE OF ROADS: All property owners shall join in the cost of maintaining the roads and it shall be the responsibility of the design review committee to set up said road maintenance.

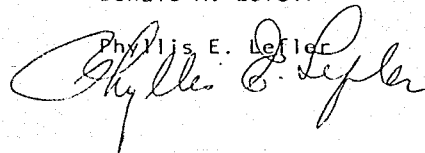
18. DUMP TRUCK AND PLOW: Dump truck and plow for roads are the property of Donald M. Lefler and Phyllis E. Lefler and it shall be the responsibility of the design review committee to pay for all maintenance and gas for said plow and dump truck.

IN WITNESS WHEREOF, First Parties above named have hereunto caused these presents to be executed this 29 day of June, 1978.

Return to:

Donald M. Lefler
P.O. Box 517
Chiloquin, Ore. 97624


Donald M. Lefler


Phyllis E. Lefler

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Donald M Lefler

on 29th day of June A. D. 19 78 at 2:57 clock P.M., on

fully recorded in Vol. 4478, of Deeds on Page 14053

Wm D. MILNE, County Clerk

By Bernice A. Lefler

Fee \$12.00