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DECLARATION OF RESTRICTIONS

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OF

CAMPUS VIEW SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: EASTPORT EQUITIES, INC., hereinafter called the "Declarant", does hereby declare as follows:

WHEREAS, Declarant is the owner of that certain real property located in the City of Klamath Falls, County of Klamath, State of Oregon, known as Campus View Subdivision, as the same appears in a Plat recorded in Book \_\_\_\_, Page \_\_\_\_, in the office of the County Recorder of Klamath County, Oregon; and

WHEREAS, Declarant desires to subject said property to the conditions, restrictions and charges herein set forth for the benefit of said property and its present and subsequent owners as hereinafter specified.

NOW, THEREFORE, Declarant hereby declares that the property described above is and shall be held and conveyed upon and subject to the conditions, covenants, restrictions, easements, reservations and charges hereinafter set forth:

ARTICLE I

ACCESS:

No lot within Campus View Subdivision shall have vehicle ingress or egress directly from or to Campus Drive.

ARTICLE II

JOGGING TRAIL MAINTENANCE:

As a condition of plat approval, Declarant has agreed to develop a jogging trail graded to six (6) feet in width and surfaced with bark chips. The trail must be resurfaced with bark chips to a depth of three (3) inches at intervals of two (2) years. The cost and responsibility for this bi-annual jogging trail maintenance program within Campus View Subdivision shall be the sole responsibility of the title holder of Lot 6, Block 2, Campus View Subdivision. Should the jogging trail maintenance program not be carried out as herein provided, the City of Klamath Falls, or any owner, may contract

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for the work, pay for it, and record a lien against the above-named property. Competitive and contracted amounts for this work shall be documented, and ten (10) days written notice of failure to perform must be provided to said lot owner prior to the maintenance contract being effected.

#### ARTICLE III

##### DRAINAGE:

Owners within Campus View Subdivision shall give reciprocal prescriptive drainage rights sufficient to drain surface water into the storm drain system without unreasonably restricting development on any lot within Campus View Subdivision.

#### ARTICLE IV

##### RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS:

A. No animals or fowls shall be raised, kept or permitted upon The Properties or any part thereof, excepting only domestic dogs or cats, and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

B. No noxious or offensive activity shall be carried on upon The Property or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential, office and commercial district.

C. It shall be the duty of the Owner or occupant of any building site to improve and maintain in proper condition, the area between the property line of said building site and the nearest curb or improved street, including installing and maintaining parking ways within said area. Owner of any improved building site shall plant and maintain all slopes and prevent water erosion of the soil.

D. Owner's obligation to Maintain Planting: Where the Owner has planted landscaping, the Owner shall thenceforth be obligated to maintain, at his own expense, such plantings.

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E. No lot shall be used or maintained as a dumping ground for rubbish, garbage or trash. Garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and comply with all local, state or federal requirements.

F. No trailer, camper, or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained, or constructed on any Building Site for any purpose. However, trailers, campers, pickup coaches, tents or boats which can be and are stored completely within full enclosed structures and are not used for living purposes will not be in violation of these restrictions. Any of the above may, however, be stored in a visually screened storage area.

G. No car, truck or engine may be dismantled for repair and left unattended for more than two (2) days. Any vehicle violating this provision may be towed away at the direction of any owner of record within Campus View Subdivision five (5) days after a violation notice has been postmarked to the address of the property where the violation is incurred. Retrieval shall be at the expense of the dismantled vehicles' owner. Notice shall be in accordance with Section B, Section VIII.

H. All driveway and parking areas shall be paved in a hard surface.

I. All outside television and radio antennas are prohibited without express written approval of the Declarant, or the Klamath Falls City Planning Commission.

J. Sight Lines at Corner Lot Building Sites: No sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner building site or lot within the triangular area formed by the street right-of-way lines and a line connecting them at points 25 feet from the intersection of said right-of-way lines, or in the case of a rounded building site

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or lot corner, from the intersection of the street right-of-way lines as extended. The same sight line limitation shall apply on any building site or lot upon which a driveway or alley is located within 10 feet of a street right-of-way line. No trees shall be permitted to remain within such triangular areas unless the foliage is trimmed to a sufficient height to prevent obstruction of sight lines.

K. Construction must begin within two (2) years: Owners must commence construction of the proposed improvements on the building site within two (2) years of the purchase of said building site, unless a written extension is granted by Declarant, or its successor in interest. If construction is not commenced within two (2) years of purchase, Declarant, or its successor in interest, may repurchase the building site for the original purchase price.

#### ARTICLE V

##### DESIGN REVIEW AND OTHER GOVERNMENT REGULATIONS:

Each of the following items shall be subject to the approval and satisfaction, in writing, of Declarant, or its assignee:

1. Mail-box support, construction details.
2. Garbage enclosures.
3. Signage.
4. Roofing material and color.

After 50% of the lots within Campus View Subdivision have been improved with building, written approval and satisfaction of the above items will no longer be required. Approval requests should be sent to EASTPORT EQUITIES, INC., 1099 S. W. Columbia, Portland, Oregon 97205.

#### ARTICLE VII

##### GENERAL PROVISIONS:

A. These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for

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a period of ten (10) years from the date these restrictions are re-  
corded, after which time said restrictions shall be automatically  
extended for successive periods of five (5) years, unless an instru-  
ment signed by a majority of the then owners of the lots has been re-  
corded, agreeing to change said restrictions in whole or in part.

#### ARTICLE VIII

##### ENFORCEMENT

Any owner shall have the right to enforce, by any proceeding  
at law, or in equity, all restrictions, conditions, covenants and re-  
servations imposed by the provisions of this Declaration, and a sim-  
ilar right shall exist with respect to recovery of damages for any  
such violation. Failure of any Owner to enforce any covenant or  
restrictions herein contained shall in no event be deemed a waiver  
of the right to do so thereafter. Any notice required to be sent  
to any Owner under the provisions of this Declaration shall be deemed  
to have been properly sent by registered mail, postpaid, to the last  
known address of the person who appears as Owner on the County records.

#### ARTICLE IX

##### SEVERALITY

Invalidation of any one of these covenants or restrictions  
by judgment or court order, shall in no way affect any of the other  
covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument  
to be executed this 21 day of August, 1979.

*Ref- Wm P Boardman*  
*411 Pine St*  
*- City*

EASTPORT EQUITIES, INC., an Oregon  
corporation

By: *Mark R. Wistort* Secretary

STATE OF OREGON        )  
County of Multnomah    ) ss.

On this 21 day of August, 1979, before me did appear MARK  
R. WISTORT, who to me personally known, who being duly sworn, did  
say that his respective office is Secretary for Eastport Equities,  
Inc., and he did acknowledge said instrument to be its free act and  
deed. Before me:

*William B. Swartz*  
Notary Public for Oregon  
My Commission expires: 9-16-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of  
Klamath A.D., 19 79 at 2:08 o'clock P M., and duly recorded in Vol. 1179  
of Deeds on Page 10243.

FEE \$17.50

WM. D. MILNE, County Clerk  
By: *Deborah A. Smith* Deputy