

93608

A-33535

Vol. 1780 Page 24027

DECLARATION OF CONDITIONS AND RESTRICTIONS
OF

TRACT 1172 - SHIELD CREST

The undersigned, SHIELD CREST, INC., an Oregon corporation, being the record owner of all of the property being designated as Tract 1172 - Shield Crest, located in Klamath County, Oregon, ~~a more detailed description of said property is attached hereto, marked as "Exhibit A"~~, does 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 limitation upon all future owners of said real property.

A. GENERAL PROVISIONS

1. LAND USE AND BUILDING TYPE: All lots shall be used as single family residential dwellings. Buildings erected are to be approved by the Architectural Control Committee.

2. UTILITY CONNECTIONS: On each of the lots, no above-ground utilities, pipes, wires, shall be used to connect a telephone system, power system, and other improvements with supplying facilities.

3. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently. No mobile homes or trailers will be allowed for temporary or permanent use. However, a builder or his agents may construct or move a small construction shed upon the property, but only for the duration of the construction period.

No parking or storage of trailers, trucks, campers, boats, boat trailers, snowmobiles, or other off-road vehicles shall be permitted on any portion of the property unless they are garaged, screened or placed upon the portion of the lot to the rear of the main dwelling.

4. FENCES: No fence, wall or hedge in excess of forty-two (42) inches in height shall be permitted to extend from the minimum front setback line of the house to the curb line of the street. No fence shall exceed six (6) feet high on any portion of the lot. All fences shall be made of materials that are compatible with the main dwelling.

5. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood. The shooting of BB guns, air rifles, firearms or dangerous type weapons on the premises are prohibited.

6. FUTURE DEVELOPEMENT: The purchasers of the lots of Tract 1172-Shield Crest acknowledge that the undersigned are owners of approximately 120 acres on both sides of SHIELD CREST DRIVE and will not object to the future development of said real property.

7. LIVESTOCK AND POULTRY: 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, provided that they are not kept, bred or maintained for any commercial purposes. However, upon Lot 4 through 9 of Block 1, and Lots 1 through 12 of Block 2, three sheep or two cows, two horses or a cow and a horse may be kept with

1 their lambs, calves and colts if said animals are kept on the
 2 portion of the lot behind the main dwelling house and said animals
 3 are provided a clean and sanitary place to be pastured.

5 8. GARBAGE AND REFUSE DISPOSAL: No parcel shall be used
 6 or maintained as a dumping ground for rubbish, trash, or garbage
 7 and other waste shall not be kept, except in sanitary containers
 8 at all times. All equipment for the storage or disposal of such
 9 material shall be kept in clean and sanitary condition. No rubbish
 10 may be burned or buried on or near Tract 1172-Shield Crest, nor
 11 shall any parcel be used for the storage of any property or thing
 12 that will cause such lot to appear in an unclean or untidy condition
 13 or which will be obnoxious to the eye, nor shall any substance, thing
 14 or material be kept upon any lot that will or might disturb the peace,
 15 comfort or serenity of occupants of surrounding property. All lots
 16 must be maintained at all times to control and prevent grass and
 17 range fires upon the property.

20 9. COMPLETION OF CONSTRUCTION: All dwellings shall be com-
 21 pleted within six (6) months after beginning of construction.

23 10. LOT SPLITS: No lots within the subdivision shall be
 24 split in order to create more than one lot out of the split lot.

25 B. SINGLE-FAMILY RESIDENTIAL PROVISIONS:

27 1. DWELLING QUALITY AND SIZE: No building other than a
 28 single-family dwelling for private use may be constructed on any
 29 lot. No mobile home or trailer may be used as a residence. No
 30 more than one detached, single-family dwelling, not to exceed two
 31 stories in height, not more than three car garage or carport, and
 32 not more than one accessory building incidental to residential
 33 use, shall be constructed on any lot. Basements, which include
 34 daylight, split entry and split level types, shall not be consid-
 35 ered in determining the number of stories in the dwelling. Min-
 36 imum square footage per single-family dwellings is 1500 square
 37 feet, excluding the garage and porches.

40 2. BUILDING LOCATION: No structure shall be located on
 41 any lot nearer than seventy-five (75) feet to the centerline of a
 42 street or highway on the front yard. No structure shall be loca-
 43 ted nearer than ten (10) feet to an interior side lot line, nor
 44 twenty (20) feet where abutting on the side lot line which abuts,
 45 a street or highway. No structure shall be located nearer than
 46 twenty-five (25) feet from a rear lot line.

48 3. USE: Each lot shall be for residential use only. No
 49 other commercial activity of any kind shall be conducted in or from
 50 the property except that of an artist, craftsman or hobbyist.

52 4. LANDSCAPING: All front yards shall be landscaped within
 53 six (6) months after the exterior of the main building is finished,
 54 with no less than 20% of front yard to be in grass, the rest to be
 55 natural, or with bark chips and evergreens in a professional look-
 56 ing manner.

58 All driveways must be composed of asphalt or concrete.

60 All garbage, trash, cutting, refuse and garbage con-
 61 tainers, fuel tanks, clothes lines and other service facilities
 62 shall be screened from view of neighboring parcels.

65 5. MAINTENANCE OF LOTS: Each parcel and its improvements
 66 shall be maintained in a clean and attractive condition, in good
 67 repair and in such a fashion as not to create a fire hazard or
 68 visual pollution.

2. DECLARATION OF CONDITIONS AND RESTRICTIONS

1 6. LIGHTING: No offensive exterior lighting or noise-
 2 making devices shall be installed or maintained on a lot without
 3 written Architectural Control Committee approval.

5 7. SIGNS: No sign of any kind shall be displayed to the
 6 public view on any lot, except one professional sign of not more
 7 than one square foot to advertise the art, craft or hobby of the
 8 owner, or one sign of not more than nine square feet advertising
 9 the property for sale or rent.

10 8. PARKING: Parking of recreational vehicles is not per-
 11 mitted on the street or in front of residences. The streets shall
 12 not be used for parking vehicles, except on a temporary basis. Off-
 13 street parking shall be provided by each property owner for at
 14 least two vehicles.

15 3. REMEDIES AND PROCEDURES:

16 1. ENFORCEMENT: These Declarations and Covenants may
 17 be enforced by the undersigned, any owners of any lot in the sub-
 18 division or any member of the Architectural Control Committee.

19 Should suit or action be instituted to enforce any of
 20 of the foregoing covenants or restrictions, after written demand
 21 for the discontinuance of a violation thereof, and any failure to
 22 so do, then, whether said suit be reduced to decree or not, the
 23 owner seeking to enforce or to restrain any such violation, shall
 24 be entitled to have and recover from such defendant or defendants,
 25 in addition to the costs and disbursements allowed by law, such
 26 sum as the Court may adjudge reasonable as attorney's fees in
 27 said suit or action.

28 2. ARCHITECTURAL CONTROL: No building shall be erected,
 29 placed, or altered on any lot until the construction plans and
 30 specifications, and a plan showing the location of the structure,
 31 have been approved by the Architectural Control Committee as to
 32 quality of workmanship and material, harmony of external design
 33 with existing structures, and as to location with respect to top-
 34 ography and finish grade elevations. No fence or wall shall be
 35 erected, placed or altered on any lot nearer to any street than the
 36 minimum building set-back line, unless similarly approved. Appro-
 37 val shall be as provided in this section.

38 3. MEMBERSHIP: The initial Architectural Control Committee
 39 shall be composed of three members to be designated by the under-
 40 signed owner. After all lots are sold the lot owners shall elect
 41 the three members of this committee from time to time.

42 4. PROCEDURES: The committee's approval or disapproval
 43 as required in these covenants, shall be in writing. In the event
 44 the committee, or its designated representative, fails to approve
 45 or disapprove within five (5) days after plans and specifications
 46 have been submitted to it, and if no suit to enjoin the construc-
 47 tion has been commenced prior to the completion thereof, approval
 48 will not be required and the related covenants shall be deemed to
 49 have been fully complied with.

50 5. TERM: These covenants are to run with the land and
 51 shall be binding on all parties and all persons claiming, however,
 52 they may be amended by two thirds of the property owners.

53 SHIELD CREST INC., an Oregon
 54 corporation

55 By: E. Marie Owens
 56 President

57 By: Robert C. Owens
 58 Secretary

1
•
•
•
5
•
•
•
10
•
•
•
15
•
•
•
20
•
•
•
25
•
•
•
30
•
•
•
35
•
•
•
40
•
•
•
45
•
•
•
50
•
•
•
55
•
•
•
60
•
•
•
65
•
•
•

STATE OF OREGON)
) ss.
County of Klamath)

24030

On this 21st day of November, 1980, personally appeared E. MARIE OWENS and ROBERT E. CHEYNE, both personally known, who being duly sworn, did say that she, the said E. Marie Owens is President, and he, the said Robert E. Cheyne, is Secretary of SHIELD CREST, INC., the within named corporation, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

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

William P. Brandsness
Notary Public for Oregon
My Commission expires: 9-16-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Klamath County Title Co.
this 11th day of December A. D. 1980 at 2:38 o'clock P. M. or
July recorded in Vol. M80, of Deeds on Page 24027
Wm D. MILNE, County Clerk
Bernette M. Helock

Fee \$14.00

Return
to
William P. Brandsness
Attorney at Law
411 Pine Street
Klamath Falls, Ore.
Phone 882-6616