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DECLARATIONS, RESTRICTIONS, PROTECTIVE
COVENANTS AND CONDITIONS
DODDS HOLLOW ESTATES
TRACT 1218
KLAMATH COUNTY, OREGON

THIS DECLARATION made on the date hereinafter set forth
by the undersigned, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the fee owner of the following de-
scribed real property located in the County of Klamath, State
of Oregon, the same being the real property now duly platted
as Dodds Hollow Estates, Tract 1218, as such Plat is now re-
corded in Book 22 and Page 29 & 30 of the Records of the
Office of the County Clerk, Klamath County, State of Oregon,

WHEREAS, Declarant hereby makes the following declarations
as to the limitations, restrictions and uses to which the lots,
or tracts, constituting such said subdivision may be put and
hereby specifies that such declarations shall constitute cove-
nants to run with all of the land, as provided by law, and shall
be binding on all parties and all persons claiming under them,
and for the benefit of and limitations on all future owners in
such subdivision, this Declaration of Restrictions being designed
for the purpose of keeping the subdivision desirable, uniform
and suitable in design and use as specified herein;

WHEREAS, Declarant desires to subject said property to
certain protective covenants, conditions, restrictions, reser-
vations, easements, liens and charges for the benefit of said
property, and its present and subsequent owners as hereinafter
specified, and will convey said property subject thereto, and
to promote the orderly management and maintenance of roadway
easements and drainage easements located in said subdivision;

NOW, THEREFORE, Declarant hereby declares that all of the
said property is and shall be held and conveyed upon and sub-
ject to the easements, conditions, covenants, restrictions and
reservations hereinafter set forth; all of which are for the
purpose of enhancing and protecting the value, desirability and
attractiveness of said property. These easements, covenants,
restrictions, conditions and reservations shall constitute
covenants to run with the land and shall be binding upon all
persons claiming under them and also that these conditions,
covenants, restrictions and easements and reservations shall
inure to the benefit of and be limitations upon all future
owners of said property, or any interest therein.

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ARTICLE I

DEFINITIONS

(1) "Association" shall mean THE DODDS HOLLOW ESTATES PROPERTY OWNERS ASSOCIATION, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns.

(2) "Said property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth.

(3) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property.

(4) "Member" shall mean every person or entity who holds membership in the Association.

(5) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains such title merely to secure an obligation and is registered as a purchaser in the Association records.

(6) "Roadway" means any street, highway or other thoroughfare as shown on the recorded plat of said property.

ARTICLE II

MEMBERSHIP

Members of the Association shall be every Owner and shall be subject by covenants of record to assessment by the Association. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an owner or the contract purchaser's interest by a contract purchaser who qualified as a member. If an owner sells the Lot by contract of sale, upon written notification to the Association the owner's membership shall terminate and the contract purchaser's membership shall commence.

ARTICLE III

VOTING RIGHTS

All members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interests, but in no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said Property, each Owner of any Lot by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular annual or other regular periodic assessments or charges, provided, however, that Declarant is exempt from any assessment until ninety per cent (90%) of the Lots have been sold, and (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the roadways through said subdivision.

Section 3. Annual Assessments. After consideration of current maintenance costs and future needs of the Association,

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the Board of Directors may fix a regular flat assessment upon a monthly, quarterly, or annual basis. Any annual assessment paid within 30 days of the date billed shall be entitled to a three percent (3%) discount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, maintenance, unexpected repair or replacement of any of the roadways within said subdivision, provided that any such assessment reflecting an expenditure in excess of \$500.00 shall require the assent of two-thirds (2/3) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both regular periodic flat charges and any special assessments must be fixed at a uniform rate for all Lots not exempt and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the meeting called, as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice of requirement set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Section 7. Date of Commencement of Annual Assessments: Due Dates. All lots not exempt shall be subject to the annual or monthly assessments provided for herein on the date specified by the Board of Directors. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. When Declarant has sold ninety percent (90%) of the Lots it shall advise the Association in writing.

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Section 8. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. The Secretary of the said Association shall file in the office of the Directors of the Records, County Clerk, or appropriate recorder of conveyances of Klamath County, State of Oregon, within thirty (30) after delinquency, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Lot on said property and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot, with respect to which it is fixed from the date the note of delinquency thereof is filed in the office of said Director of Records or County Clerk, or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Declarant or of the Association, as the case may be, of processing and, if necessary, enforcing such liens, all of which expenses, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his dwelling unit, Lot or building site.

Section 9. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

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RESTRICTIONS ON USE OF PROPERTY

Section 1. Each lot shall be used only for those principal uses as set forth in the Klamath County Zoning Ordinance Article 32.

Section 2. No lot shall be reduced in size or re-subdivided into lots of less than 20 acres.

Section 3. In the interest of public health and sanitation, and so that the land above described and all of the land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof, Grantees of any lots herein will not use the above described property for any purpose that would result in the pollution of any waterway that flows through or adjacent to such property by refuse, sewage or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

Section 4. No individual sewage disposal system shall be permitted on any lot, unless the system is design, located and constructed in accordance with the requirements, standards and recommendations of all controlling public health authorities, including the State of Oregon Department of Environmental Quality.

Section 5. Pets and livestock shall be kept within the boundaries of owner's lot or lots under clean and sanitary conditions. Any nuisance, annoyance or offensive odors or noise resulting from such pets or livestock shall be strictly prohibited. Dogs shall be tied, penned or kept under control at all times.

Section 6. No activity or use shall be carried on upon any lot herein that will be detrimental to the wildlife or ecological balance in the area.

Section 7. No structure shall be located closer than seventy five (75) feet to the center line of any street or roadway, and no side yard shall be less than ten (10) feet for any interior lot and twenty (20) feet where said yard abutts streets or highways; all rear yards shall be a minimum of twenty five (25) feet.

Section 8. No stable, barn, pen or corral shall be located within fifty (50) feet of any dwelling or other building used for human habitation, and no accessory dwelling shall be located closer than ten (10) feet to any other structure used for human habitation, only in instances of adjacent properties under different ownerships.

Section 9. No fence, hedge or wall shall be placed to create a visual obstruction to vehicular traffic.

Section 10. No sign shall be placed to create a visual obstruction to vehicular traffic.

Section 11. Each lot shall be maintained in good and clean condition and free of any hazards to the adjacent property.

Section 12. No commercial venture shall be permitted on any of the properties herein except for agriculture or forestry pursuits, except for professional or sales that shall be conducted in the confines of the residence.

Section 13. All fences, corrals and gates shall be constructed of conventional fencing materials or other fences approved by the Association and shall be kept in good repair at all times.

Section 14. No noxious or offensive trade or activity shall be carried on on any lot, nor shall any trade or activity be done thereon which may be or become an annoyance or a nuisance to the neighborhood nor shall any old metal, broken down machinery or broken material commonly designated as "junk" or "rubbish" be permitted. All such material shall be removed immediately.

Section 15. All such buildings and improvements shall be kept neat and clean and in good repair and in no event shall the structure or premises create any unsightly or hazardous condition. After commencement of any building, structure or fence permitted hereby, the same shall be prosecuted to completion with reasonable diligence. Further, no dwelling shall be permitted on any lot which does not conform to the specifications and requirements of the Klamath County Building Code, and Klamath County Health Department.

Section 16. Each purchaser of a lot or lots shall join and abide by the terms, conditions, rules and regulations of the Dodds Hollow Estates Property Owners' Association, including but not limited to the payment of assessments or fees required by said Association for the conduct of its affairs, as set forth herein.

Section 17. All land owners herein must comply with the laws and regulations of the State of Oregon, County of Klamath, and any municipality, applicable to fire protection, building construction, water, sanitation and public health.

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Section 18. Mobile homes, 12 X 40 or larger may be used as a permanent residence provided they are skirted and appear as permanent installation and comply with any rules and regulations of the Klamath County Building Code. Campers or travel trailers shall not remain on a lot longer than a four week interval and only for infrequent periods throughout the calendar year. Campers and travel trailers shall qualify as temporary structures under Section 19 below.

Section 19. No more than eighteen months construction time shall elapse for the completion of a permanent dwelling, nor shall a temporary structure be used as living quarters except during construction of a permanent dwelling.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any 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 Association, 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. If any owner constructs or permits to be constructed on his property any improvement or allows the condition of his property to violate any provision of this Declaration, the Association may no sooner than 60 days after delivery to such owner of written notice of the violation enter upon the offending property and remove the cause of such violation, or alter, repair or change the item which is in violation of such Declaration in such manner as to make it conform thereto with the reasonable cost of such action to be a charge against the owner's land.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. 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 Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time said covenants shall

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be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the votes of each class of membership. All such amendments must be recorded in the appropriate Deed Records of Klamath County, State of Oregon, to be effective.

Section 4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors or assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

Section 5. Books and Records. The books and records of the Association, upon demand, in writing, stating the purpose thereof, may be inspected by any member, or his attorney or agent, for any proper purpose, at any reasonable time.

Section 6. Benefit of Provisions: Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all said Property, has hereunto caused these presents to be executed this 19th day of June, 1981.

TARA ENTERPRISES

By Robert Johnson
Robert Johnson

STATE OF OREGON)
) SS.
COUNTY OF KLAMATH)

Personally appeared Robert Johnson, who being first duly

sworn upon oath, depose and says that this instrument was
voluntarily signed on behalf of the corporation by authority
of its Board of Directors.

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Carrie Winegard
Notary Public
My Commission expires: 10/20/84

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Frontier Title Co.
this 21st day of September A. D. 19 81 at 3:55 o'clock P.M., and
duly recorded in Vol. M81, of Deeds on Page 16833

EVLYN BIEHN, County Clerk
By Bernetha H. Hetch

Fee \$40.00

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PROTECTIVE COVENANTS AND CONDITIONS

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Frontier Title Co.