

m4C 28781

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS & RESTRICTIONS
FOR

LOTS 2-8, THIRD ADDITION TO HARBOR ISLES,
TRACT 1275

This Declaration of Protective Covenants, Conditions and Restrictions is applicable to Harbor Isles Lots 2 through 8, Third Addition to Harbor Isles, Tract 1275.

WHEREAS, TRENDWEST, inc., an Oregon corporation, hereinafter referred to as the Developer, is the owner in fee simple of a majority of certain real property located in the City of Klamath Falls, County of Klamath and State of Oregon, known as Harbor Isles, and WHEREAS, Developer certifies that all covenants, conditions and restrictions shall become and are hereby made a part of all conveyances of Harbor Isles Lots 2 through 8, Third Addition, Tract 1275 and that the following covenants, conditions and restrictions shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I

SPECIAL COVENANTS

(1) Land Use and Building Type

No lot shall be used for other than single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed twenty-eight (28) feet in height and a private garage for not less than two cars. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structure is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, as determined by the Design Committee, hereinafter designated. There are currently 18 mature poplar trees located near the east property line of lots 3, 4, 5 & 6. These trees shall remain on the lots while healthy except those which may prevent driveway access onto the property. The provisions of this section shall not be deemed to prohibit the use of

any single-family residence as a sales office or a model home for purposes of sales in Harbor Isles. Mobile or modular homes of any kind shall not be permitted in Harbor Isles.

No single lot shall be subdivided into as many as two building sites and no building site shall be less in area than the area of the smallest lot in the above-described property within Harbor Isles. Notwithstanding the foregoing sentence, a single lot together with contiguous portion or portion of one or more lots in the same block may be used for one building site, so long as the building site does not contain less than 8,000 square feet.

Every owner has the right and easement of enjoyment to the common area which is appurtenant to the title to the lot.

(2) Dwelling Size

The ground floor area of a one-story dwelling, exclusive of open porches, carports and garages shall not be less than 1,400 square feet. In the event of a multi-level dwelling, two story dwelling, split entry type home, the principal living level(s) shall have a minimum living space of not less than 1,000 square feet, exclusive of open porches and garages. In no event shall a residence contain less than 1,400 square feet of living space.

(3) Building Set Backs

No structure shall be located on any interior lot nearer than twenty (20) feet to the front lot line; nearer than twenty (20) feet to the rear lot line; or nearer than five (5) feet to a side lot line. The sum of the two side yards on an interior lot shall be a minimum of fifteen (15) feet. Where one and one-half, two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property lines. Notwithstanding anything to the contrary herein, the Design Committee shall have the right to permit reasonable modifications of the setback requirements where in the discretion of the Design Committee strict enforcement of these setback provisions would work a hardship or is not necessary in a particular situation.

(4) Homeowners' Association; Assessments

For the purpose of maintaining all common areas, including but not limited to maintenance of the canal system, the entrance park on Front Street, the shoreline access easements, and to preserve the unique character and atmosphere of Harbor Isles, for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in Harbor Isles, agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws and rules of the Harbor Isles Homeowners' Association ("Association"), a nonprofit corporation which has been formed by the Developer. Developer shall be responsible to carry out the above-specified purposes until the Association is created, at which time the responsibility shall be transferred to the Association.

Each lot condominium owner, his heirs, successors and assigns, in accepting a deed or contract for any lot in Harbor Isles, covenants and agrees to pay annually the pro rata share of the costs assessed against the lot owner's property by the Association to carry out the purposes specified above. Said assessment shall be paid promptly when due and in the event it is not promptly paid when due shall become a lien upon the property and may be enforced by the Association on behalf of and for the benefit of the other lot owners of Harbor Isles in the same manner as any lien foreclosure. Failure to pay said assessment will not constitute a default under and insured mortgage and any lien of assessment will be subordinate to the lien of any first mortgage. Mortgagees will not be required to collect assessments.

(5) Common Area Mortgages

A common area cannot be mortgaged or conveyed without the consent of at least two-thirds of the members (excluding the developer). If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to the lot owner's easement.

ARTICLE II

GENERAL PROVISIONS

(1) Nuisances

No lot shall be used for the storage of any property or thing that will cause the lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. No obnoxious 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. Outdoor clothes lines shall be permitted only if screened from view from the waterways, neighboring lots and public street.

(2) Firearms

The shooting of firearms, air rifles, or BB guns, bows or crossbows on the premises or on the waterways is prohibited.

(3) Temporary Structures

No structure of a temporary character, e.g. trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.

(4) Storage Areas and Parking

Neither the storage of wood nor the parking of boats, mobile or stationary trailers, motorcycles, commercial vehicles, truck campers, or like equipment shall be allowed on any part of any lot nor on public street adjacent thereto unless concealed from the view of neighboring lots, roads or streets within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. Overnight parking of automobiles in the street shall be on a temporary basis only. All driveways shall be paved with concrete, asphalt or brick.

(5) Screening

Any exterior storage, utility or refuse areas, shall be screened by appropriate fences or walls, constructed with materials which are complimentary to adjacent buildings, to a height of not more than six (6) feet.

(6) Sight Distance at Intersections

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet six inches (2' 6") and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersections of the street lines. No planting shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(7) Landscaping; Fences and Hedges

All front yards shall be landscaped according to the landscape plan submitted to and approved by the Design Committee. Such landscaping shall be completed within six (6) months after the exterior of the resident is finished.

No fences or sight obscuring plantings shall be erected or maintained on any lot or property line within the front set back areas. Fences or sight obscuring plantings that are parallel to the water and are located in the rear set back area of a lot shall not exceed thirty (30) inches in height, except that a fence up to six (6) feet in height may be constructed to screen a patio or utility area adjacent to a house. All fences must be first approved by the Design Committee. The maximum height of a fence located on the remainder of the lot shall not exceed six (6) feet in height. All fences shall be well constructed of suitable fencing materials and shall not detract from the appearance of the residence located upon the lot, or detract from the appearance of the residence located on the adjacent lots or be offensive to the owners or occupants thereof.

(8) Signs

No billboards or advertising signs of any character shall be erected on any lot except that not more than one "For Sale" or "For Rent" sign placed by the owner, the Developer or by a licensed real estate agent, not exceeding twenty-four inches (24")

high and thirty-six inches (36") long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner, or the placement of a professional sign by the Developer, either of which must comply with the City of Klamath Falls Code provisions regarding sign placement.

(9) 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.

(10) Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers out of public view. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(11) Utilities

All plumbing facilities shall comply with the requirements of the Building Code for the City of Klamath Falls. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this subdivision. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any lot unless screened completely from view from other lots, waterways and public streets. All owners of lots within this subdivision, their heirs, successors and assigns shall use the underground service wires to connect their premises and the structures built thereon to the underground electric, television and telephone utility facilities provided.

(12) Completion

Construction of any structure shall be completed, including exterior decoration, within nine months from the date of the start of construction.

(13) Vacant Lots; Lot Elevations

All vacant lots or lots within construction shall be kept in a neat and orderly condition and free of brush, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard. No substantial changes in the elevations of any lot shall be allowed.

(14) Material and Finishes

All garages or carports must be finished with the same or complimentary material as the exterior of the home. All siding material must be approved by the Design Committee. Aluminum or other reflective roof surfaces shall not be permitted and tar and gravel roof surfaces will be permitted only when aggregate is used in sufficient size and thickness to insure full coverage of base coats. All metal surfaces including flues, exposed flashings, vents, pipes, trim, windows, etc., shall be anodized or painted to blend with the exterior colors and be non-reflective. Asphalt shingle roofs must be thick butt types which are approved by the Design Committee.

(15) Design Committee

There shall be established by the Developer or its successor, a permanent Design Committee which shall have the duties, rights and powers as set forth herein. The Design Committee shall be composed of three individuals, who shall be appointed by the Developer or its successor. If for any reason a vacancy occurs in any one of the committee positions, that vacancy shall be filled by a person appointed by the Developer or its successor.

In order to ensure that buildings constructed will be consistent with the overall plan and design motif, purchasers of lots within Harbor Isles shall not construct, modify or alter any improvement on their site until:

- a. Each submits to the Design Committee, two complete sets of plans and specifications in any form satisfactory to the Design Committee showing, if applicable: 1) floor plans and construction details; 2) the exterior design and color scheme; 3) a plot plan; 4) the location of driveways and parking areas; 5) composition and location of fences, screens and storage areas; 6) a boat house or boat dock plan; 7) plan for any other proposed improvement, modification, or alteration not covered above.

- b. Such plans and specifications have been approved in writing by the Design Committee.

Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the Design Committee with the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, heights, style, or appropriateness of the proposed improvement, modification or alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because in the sole judgment of the Design Committee it would render the proposed improvement inharmonious or out of keeping with Harbor Isles objectives or the improvements erected on other homesites.

If, within thirty (30) days after the submission, the purchaser has not been notified in writing as to the acceptance or nonacceptance of the plans and specifications, then they shall be deemed to have been approved by the Design Committee.

(16) Term; Amendment

The covenants, conditions and restrictions contained in this Declaration, both general and special, shall run with the land with respect to all of the above-described property within Harbor Isles Third Addition and shall be binding on all parties and all persons claiming under them unless or until amended or revoked by vote of the owners of a majority of the real property in Harbor Isles covered by a final plat. This Declaration of Protective Covenants, Conditions and Restrictions, or an instrument which contains the amendments to this Declaration or a statement revoking specific provisions. The document to be so recorded shall be signed by the owners of a majority of the real property in Harbor Isles covered by a final plat.

(17) Enforcement

These covenants, conditions and restrictions shall be enforceable by any person owning real property within Harbor Isles. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation, recover damages, or both. Should any lot

owner employ an attorney to enforce any of the covenants contained or restrictions contained herein, by reason of such breach, all costs incurred in such enforcement, including a reasonable attorney fee, shall be paid by the lot owner in default.

(18) Severability; No Waiver Presumed

Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. No delay or omission on the part of any lot owner or owners of other lots in exercising any rights, powers, or remedies herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained shall be continued as a waiver thereof or acquiescence therein.

OWNER: TRENDWEST, inc.

By: *Donald L. Buell*

Title: *Asst Sec*

State of Oregon)

) ss.

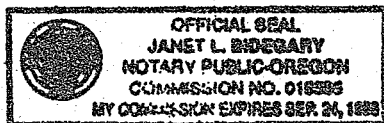
County of Klamath)

Re: Trendwest inc

*Trendwest inc
803 Main St
Suite 401
City 97601
Allen Judy*

Personally appeared on this *24th* day of *November*, 1992, the above-named *Donald L. Buell*, the *Asst Secretary* of TRENDWEST, inc., an Oregon corporation, who being first duly sworn, acknowledged the foregoing instrument as the voluntary act and deed of the corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors.

Before me:



Janet L. Biedgary
Notary Public for Oregon
My Commission Expires: *9/24/93*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 8th day of Dec. A.D., 19 92 at 11:07 o'clock A.M., and duly recorded in Vol. M92 of Deeds on Page 29019.

Evelyn Biehn, County Clerk

FEE \$50.00

By *President Muelendore*