

MTC 29763-KR

DECLARATION OF CONDITIONS AND RESTRICTIONSOFTRACT 1267 - NORTHRIDGE ESTATES

The undersigned, Dan Stearns and Shaw Nee Stearns, husband and wife, the record owners of Lot 1, Block 2, TRACT 1267 - NORTHRIDGE ESTATES and MBK COMPANY, a partnership, (the "Owner") being the record owner of all the remainder of TRACT 1267 - NORTHRIDGE ESTATES, located in Klamath County, 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 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. UTILITIES CONNECTIONS. On each of the lots, no above-ground utilities, pipes or wires shall be used to connect a telephone system, power system, and other improvements with supplying facilities, except where the supplying facilities are above ground. Exposed television antennas and reception discs shall be prohibited.

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. PARKING. Off-street parking shall be provided by each property owner for at least two vehicles. No parking or storage of trailers, trucks, campers, boats, boat trailers, snowmobiles, or other off-road vehicles shall be permitted unless they are garaged, screened and concealed from the view of any neighbor.

1. DECLARATION OF CONDITIONS AND RESTRICTIONS

UPON RECORDING RETURN TO:

MBK, a partnership
1763 Washburn Way
Klamath Falls, OR 97603

5. FENCES. No fence, wall or hedge in excess of five (5) feet in height shall be permitted on any portion of the lot. All fences shall be made of materials that are compatible with the main dwelling.

6. 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.

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, one horse may be kept with it's colt, if said animal is kept on the portion of the lot behind the main dwelling house and said animal is provided a clean and sanitary place to be pastured.

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

9. REPLACEMENT. If a home is partially damaged by fire or other hazard, the home is to be replaced to approval of the Architectural Control Committee within six (6) months. If a home is totally destroyed by fire or other hazard and the owners prefer not to replace the home, the lot is to be cleared and put in a clean and attractive condition.

10. GARBAGE AND REFUSE DISPOSAL. No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No rubbish may be burned or buried on or near Tract 1267-North Ridge Estates, nor shall any parcel be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or which will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will or might disturb the peace, comfort or serenity of occupants of surrounding property. All lots must be maintained, at all times to control and prevent grass and range fires upon the property.

11. COMPLETION OF CONSTRUCTION. All dwellings shall be completed within six (6) months after beginning of construction.

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

13. LIGHTING. No offensive exterior lighting or noise making devices shall be installed or maintained on a lot without written

2. DECLARATION OF CONDITIONS AND RESTRICTIONS

Architectural Control Committee approval.

14. **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 (1) square foot to advertise the art, craft or hobby of the owner, or one sign of not more than nine (9) square feet advertising the property for sale or rent.

B. SINGLE-FAMILY RESIDENTIAL PROVISIONS:

1. **DWELLING QUALITY AND SIZE.** No building other than a single-family dwelling for private use may be constructed on any lot. No mobile home or trailer may be used as a residence. No more than one detached, single-family dwelling, not to exceed two stories in height, not more than a three car garage or carport with a ceiling not to exceed twelve (12) feet in height, and not more than one accessory building incidental to residential use, shall be constructed on any lot. Basements, which include daylight, split entry and split level types, shall not be considered in determining the number of stores in the dwelling. Minimum square footage per single-family dwelling is 1950 square feet, excluding the garage, accessory building and porches. The garage and the accessory building shall be constructed of the same materials and have the same exterior siding and roof design and materials as the single-family dwelling.

2. **BUILDING LOCATION.** No structure shall be located on any lot nearer than fifty (50) feet from any property line.

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

4. **LANDSCAPING.** All front yards shall be landscaped within six (6) months after the exterior of the main building is finished. The landscaping may be maintained to be natural.

All garbage, trash, cutting, refuse and garbage containers, fuel tanks, clothes lines and other service facilities shall be screened from view of neighboring parcels.

5. **DRIVEWAYS.** All driveways must be composed of asphalt, concrete or gravel and must be defined by borders or boundaries.

C. REMEDIES AND PROCEDURES.

1. **ENFORCEMENT.** These Declarations and Covenants may be enforced by the undersigned, any owners of any lot in the subdivision or any member of the Architectural Control Committee.

Should suit or action be instituted to enforce any of the foregoing covenants or restrictions, after written demand for the

3. DECLARATION OF CONDITIONS AND RESTRICTIONS

discontinuance of a violation thereof, and any failure to so do, then, whether said suit be reduced to decree or not, the party 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 sums as the court may adjudge reasonable as attorney's fees in said suit or action.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony and external design with existing structures, and as to location with respect to topography and finish grade elevations.

3. MEMBERSHIP. The initial Architectural Control Committee shall be composed of three (3) members to be designated by the undersigned Owner. After all lots are sold the lot owners shall elect the three (3) members of this Committee, from time to time.

4. PROCEDURES. The Committee's approval or disapproval, as required by these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within five (5) days after plans and specifications have been submitted to it, and if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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

MBK COMPANY, a partnership,

By:

Melvin L. Stewart
Melvin L. Stewart

Mary Lou Stewart
Mary Lou Stewart

Kenneth E. Smith
Kenneth E. Smith

Dan Stearns
Dan Stearns

Shaw Nee Stearns
Shaw Nee Stearns

4. DECLARATION OF CONDITIONS AND RESTRICTIONS

STATE OF OREGON)
) ss.
County of Klamath)

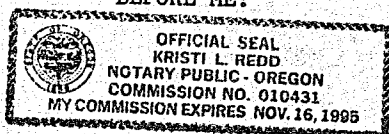
On this 21st day of April, 1993, personally appeared DAN STEARNS and SHAW NEE STEARNS, and acknowledged the foregoing instrument to be their voluntary act and deed.

Kristi L. Redd
Notary Public for Oregon
My Commission expires: 7/13/93

STATE OF OREGON)
) ss.
County of Klamath)

On this 21st day of April, 1993, personally appeared Melvin L. Stewart, Mary Lou Stewart and Kenneth L. Tuttle, President & Administrator of the Kenneth L. Tuttle, M.D. P.C. Employee Pension and Profit Sharing Plan and Trust Agreement, all partners of MBK, a partnership and acknowledge the foregoing instrument to be their voluntary act and deed.

BEFORE ME:



Kristi L. Redd
NOTARY PUBLIC FOR OREGON
My Commission expires: 11/16/95

5. DECLARATION OF CONDITIONS AND RESTRICTIONS

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 29th day
of April A.D., 19 93 at 1:25 o'clock P M., and duly recorded in Vol. M93
of Deeds on Page 9253.

FEE \$30.00

Evelyn Biehn County Clerk

By Kristi L. Redd