

## DECLARATION OF COLLIER LANE

## A Planned Community

Pursuant to the provisions of the Oregon Planned Community Act, the undersigned declares as follows:

1. Name. The name of the Planned Community shall be Collier Lane.

2. Location. The Planned Community shall be located in Klamath County, Oregon, and is not located in any incorporated city.

3. Legal Description. The legal description of the real property included in the Planned Community is as follows:

Tract 1278 - Collier Lane situate in the Northeast One Quarter and the Southeast One-Quarter of Section 8, Township 39 South, Range 10 East of the Willamette Meridian being more particularly described as follows:

Beginning at a point 60.00 feet North 00°11'32" West and 28.86 feet North 89°56'30" West of the Center-East One-Sixteenth corner of Section 8, T.39S., R.10E., W.M. said point being the initial point of Collier Lane and marked by a 5/8 inch by 30 inch iron pipe; running thence along the Westerly right-of-way line of Pine Grove Road, South 00°53'50" West 258.62 feet; thence, leaving said Pine Grove Road, North 89°09'45" West 184.42 feet; thence South 04°23'55" West 529.19 feet; thence South 01°29'12" West 280.36 feet; thence South 01°17'31" West 119.90 feet; thence South 00°32'34" East 306.63 feet to the Northerly right-of-way line of Highway 140; thence along said right-of-way 746.11 feet on a 11489.16 foot radius curve left, the long chord of which bears North 62°52'50" West 745.98 feet; thence North 09°04'33" East 228.02 feet; thence North 08°51'28" East 1936.07 feet; thence South 80°12'37" East 600.61 feet; thence South 00°11'32" East 885.83 feet; thence North 89°56'30" West 28.86 feet to the point of beginning.

4. Number of Lots. There shall be twenty-eight lots or units in the Planned Community.

5. Common Property. The following-described real property shall be common property of the Planned Community:

Lot 8 of Tract 1278, Collier Lane located in the SE 1/4 of Section 8, T.39S., R.10E., W.M., Klamath County, Oregon and a parcel of land for road rights-of-way located in the NE 1/4 and SE 1/4 of Section 8, T.39S., R.10E., W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at a point from which the Initial Point of Tract 1278, Collier Lane, bears N00°53'50"E 198.62 feet; thence N89°09'45"W 207.85 feet; thence 8.94 feet along the arc of a 70.00 foot radius curve to the right, central angle 7°19'12"; thence N81°50'33"W 206.07 feet; thence N13°35'24"E 258.36 feet; thence 112.16 feet along the arc of a 230.00 foot radius curve to the left, central angle 27°56'25"; thence N14°21'01"W 287.49 feet; thence 128.15 feet along the arc of a 70.00 foot radius curve to the right, central angle 104°53'40"; thence S89°27'20"E 132.34 feet; thence 15.50 feet along the arc of a 20.00 foot radius curve to the right, central angle 44°24'55"; thence 234.52 feet along the arc of a 50.00 foot radius curve to the left, central angle 268°43'37"; thence 15.50 feet along the arc of a 20.00 foot radius curve to the right, central angle 44°24'55"; thence N89°27'20"W 132.35 feet; thence 238.00 feet along the arc of a 130.00 foot radius curve to the left, central angle 104°53'40"; thence S14°21'01"E 287.49 feet; thence 82.90 feet along the arc of a 170.00 foot radius curve to the right, central angle 27°56'25"; thence S13°35'24"W 271.85 feet; thence 42.82 feet along the arc of a 330.00 foot radius curve to the left, central angle 7°26'07"; thence S6°09'18"W 396.42 feet; thence 9.95 feet along the arc of a 530.00 foot radius curve to the left, central angle 1°04'31"; thence South 5°04'47"W 409.64 feet; thence 213.48 feet along the arc of a 50.00 foot radius curve to the left, central angle 244°37'23"; thence 22.56 feet along the arc of a 20.00 foot radius curve to

the right, central angle 64°37'23"; thence N5°04'47"E 346.41 feet; thence 8.82 feet along the arc of a 470.00 foot radius curve to the right, central angle 1°04'31"; thence N06°09'18"E 384.85 feet; thence S81°50'33"E 207.99 feet; thence 16.61 feet along the arc of a 130.00 foot radius curve to the left, central angle 7°19'12"; thence S89°09'45"E 207.79 feet; thence N0°53'50"E 60.00 feet to the point of beginning.

6. Reservation of Declarant. The Declarant reserves the following rights:

A. The Declarant shall not be liable for the payment of any assessments against lots owned by the Declarant until such time as the lot is sold, at which time all past due assessments shall be paid in full.

B. Unimproved lots owned by the Declarant will be assessed at one-tenth (1/10) of the assessment of lots that are sold and improved.

C. The Declarant shall elect the Board of Directors of the Homeowner's Association until the time of turnover of administrative control.

D. The Declarant may without approval of the owners of the lots or the Board of Directors of the Homeowner's Association construct or complete construction of the improvements in the Planned Community or which the Declarant deems advisable and necessary for the Planned Community.

E. The Declarant may convert lots or portions of lots in the Planned Community to common property.

F. The Declarant shall have special voting rights as set forth in paragraph 7 below.

G. Declarant may move boundary lines of unsold lots without approval of the Homeowner's Association or lot owners.

7. Allocation of Votes.

A. Every owner of a lot shall be a member of the Homeowner's Association; membership shall be appurtenant to and may not be separated from ownership of a lot.

B. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine between or among themselves. In no event, shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Declarant, who shall be entitled to exercise two votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in Class A membership equal twenty-one (21) votes.

C. Each lot shall designate the authorized voter of that lot to the Board of Directors of the Homeowner's Association.

8. Common Expenses. The lots shall be liable for common expenses on the following ratios:

A. Full liability for any lot which has been sold to an owner and upon which improvements have been commenced.

B. Fifty percent (50%) liability for any lot which has been sold to an owner, but upon which no improvements have been commenced.

C. Ten percent (10%) liability for any lot owned by the Declarant which is unimproved.

Any common profits shall be allocated to the reserve account.

9. Reserve Account. The reserve account for replacement of items of common property shall be assessed against lots from the date the first lot is conveyed by Declarant. The assessment against lots prior to turnover shall be on the same ratio as common expenses. After turnover, the lots shall be assessed equally regardless of size of the lot. All reserve account assessments against the lots of the Declarant shall be deferred until the date the lot is conveyed.

10. Restrictions on Alienation.

A. Transfer Subject to Declaration. Any transfer of these lots shall be subject to this Declaration of Collier Lane - a Planned Community.

B. Conveyance of Common Property. The Homeowner's Association may not convey or subject to a security interest any portion of the common property.

11. Use of Lots. Each lot shall be used as a residence for a single family and for no other purpose.

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12. Restriction, Use and Maintenance of Lots.

A. Dwelling Size. The minimum square footage for each single-family dwelling shall be 1800 square feet, exclusive of the garage and porches. No building that exceeds two stories in height shall be permitted. Basements which are daylight, split-entry and split-level types shall not be considered in determining the number of stories in the dwelling. No modular or mobile homes shall be permitted. Accessory buildings incidental to the main dwelling shall be of the same architectural design as the residential dwelling.

B. Driveways. All driveways must be composed of asphalt, concrete, brick or cobblestone.

C. Location of Structure. No structure shall be erected closer than sixteen (16) feet to the lot boundary line; fifty-five (55) feet from the center line of a street or road; or be closer than 100 feet from the rear boundary line.

D. Recreational Vehicles. Recreational vehicles of any type are not permitted to be parked on any street or road.

E. Landscaping. All lots shall be landscaped within one year after the completion of the residential dwelling.

F. No Business. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided herein.

G. Offensive Activity. No noxious or offensive activity shall be carried on in or on any lot with the exception of

the business of Declarant and the transferees of Declarant in developing all of the lots as provided herein.

H. Signs. No sign of any kind shall be displayed to public view on a lot or on the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale or rent.

I. Common Area Activity. Nothing shall be done or kept on a lot or on the common area that would increase the rate of insurance relating to a lot or the common area without the prior written consent of the association, and no owner or owners shall permit anything to be done or kept on a lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or that would be in violation of any law.

J. Animals. No type of livestock or poultry shall be permitted. Dogs, cats or other household pets may be kept, provided they are not kept for commercial purposes. Household pets must be confined to the perimeter of each lot.

K. Garbage. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

L. Fences. No fence, hedge, wall or other dividing instrumentality over six feet in height measured from the ground on which it extends shall be constructed or maintained on any lot.

M. Outbuildings. No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.

N. Storage Areas. All outdoor storage areas, garbage cans, utility boxes and trash areas shall be fenced or screened with material which is compatible with the exterior finish of the dwelling.

O. Utilities. No above-ground utilities, pipes or wires shall be used on any lot. No exposed television or radio antennas shall be allowed on any lot.

P. Common Area Alterations. Nothing shall be altered in, constructed on or removed from the common area except on the written consent of the association.

Q. Trees. No existing trees may be removed during or after construction.

R. Declarant's Development Activities. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the Planned Community. The completion of that work, and the sale, rental or other disposal of residential units is essential to the establishment and welfare of the Planned Community as an ongoing residential community. In order that such work may be completed, and the Planned Community be established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

1. Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or



Declarant's transferees from doing on any part or parts of the Planned Community owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonable necessary or advisable in connection with the completion of such work;

2. Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Planned Community property owned or controlled by the Declarant, Declarant's transferees or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Planned Community as a residential community, and the disposition of lots by sale, lease or otherwise;

3. Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Planned Community property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Planned Community as a residential community and of disposing of lots by sale, lease or otherwise; or

4. Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary

in connection with the sale, lease or otherwise of Planned Community lots.

As used in this section, the words "Declarant's transferees" specifically exclude purchasers of lots improved with completed residences.

S. Owner's Obligation to Repair. Each owner, at such owner's sole cost and expense, shall repair such owner's residence and buildings, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Each lot shall be maintained in a clean and attractive condition.

T. Enforcement. These declarations and covenants may be enforced by the undersigned, any owners of any lot in the Proposed Community (or any member of the Architectural Control Committee). Any consent required shall be in writing.

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

13. Amendment. This Declaration, or any portion thereof, may be amended by an affirmative vote of one hundred percent (100%)

of the lot owners favoring the amendment.

**14. Contemplated Improvements.** The Declarant does not agree to build any specific improvement and does not choose to limit Declarant's rights to add improvements not included in this Declaration.

**15. Turnover of Administration.** The Declarant shall turn over administration as required by ORS 94.609 after the sale of seventy-five percent (75%) of the lots.

**16. Delivery of Deed.** The deed to the common property will be delivered to the Homeowner's Association contemporaneously with the execution of this Declaration.

**17. Restrictions of Association Respecting Common Property and Individual Lots and Improvements.**

**A. Right to Divide Lot.** There shall be no judicial partition of the common area, nor shall Declarant or any owner or other person acquiring any interest in the Planned Community or any part of the Planned Community seek judicial partition thereof. There shall be no partition or division of any lot in the Planned Community.

**B. Owner's Obligations to Rebuild.** If a home is partially destroyed by fire or other hazard, the home is to be replaced within six (6) months. If the home is totally destroyed by fire or other hazard, and the owner's prefer not to replace the home, the lot is to be cleared and put in a clean and attractive condition.

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Executed at Klamath Falls, Oregon, on the 6<sup>th</sup> day of

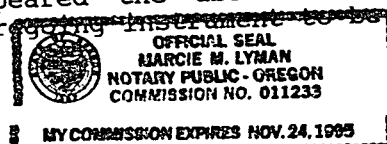
July, 1993.

Larry R. King  
LARRY R. KING, Declarant

Mary Kathryn King  
MARY KATHERYN KING, Declarant

STATE OF OREGON )  
 ) ss.  
County of Klamath )

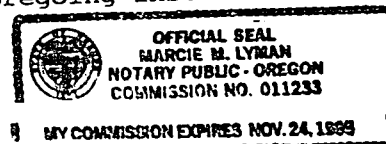
Before me, on this 6<sup>th</sup> day of July, 1993, personally appeared the above-named LARRY R. KING and acknowledged the foregoing instrument to be his voluntary act and deed.



Marcie M. Lyman  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-24-95

STATE OF OREGON )  
 ) ss.  
County of Klamath )

Before me, on this 6<sup>th</sup> day of July, 1993, personally appeared the above-named MARY KATHERYN KING and acknowledged the foregoing instrument to be her voluntary act and deed.



Marcie M. Lyman  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-24-95

AFTER RECORDING RETURN TO:  
Blair M. Henderson  
Henderson, Molatore & Klein  
Attorneys at Law  
426 Main Street  
Klamath Falls, OR 97601

DECLARATION OF COLLIER LANE -- Page 12

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

on this 6<sup>th</sup> day of July A.D. 19 93  
at 10:55 o'clock AM. and duly recorded  
in Vol. M93 of Deeds Page 16117

Evelyn Biehn County Clerk

By Evelyn Biehn

Deputy.

Fee. \$65.00