

91495

MTC 1396-7279

Vol. 94 Page 35870

DECLARATION OF CONDITIONS AND RESTRICTIONS

FOR

AGENCY LAKE RANCHES

TRACT 1287 KLAMATH COUNTY, OREGON

WHEREAS, the developers of AGENCY LAKE RANCHES desire to preserve its natural qualities for the benefit of this community, they herewith set forth the following conditions and restrictions:

KERRY S. PENN and ROBERT J. MILLEN as developers and grantors hereby dedicate the conditions and restrictions designated below as covenants running with the land included within the following described real estate property situated in Klamath County, Oregon particularly described as:

Tract 1287 - AGENCY LAKE RANCHES situated in the S1/2 of Section 31, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and Government Lots 1, 2, 3, 5 and 6 (N1/2 of the N1/2) of Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

1. GRADING AND FILL RESTRICTIONS: Grading, fill and other earth work shall be only that required for foundations, driveways and walkways and shall be under and immediately adjacent to structures. Natural topography shall be retained except to the extent necessary for the construction of permitted improvements described below. All of the construction disturbance shall be corrected so as to restore the ground terrain to the original natural appearance within 90 days following occupancy of the structures built on the site.
2. SERVICE DRAINAGE: Site service drainage shall not be so altered, constructed, accelerated or dammed on the subject property so as to adversely affect any neighboring property.
3. MOBILE HOMES: No mobile homes will be permitted on the premises. Also not permitted for use as residences are tents, trailers, garages, out-buildings nor any building of a temporary nature. The construction and installation of a manufactured home shall be subject to the written approval of the Architectural Control Committee.
4. SET BACK LINES: No dwelling or other building shall be erected within 75 feet of a front property line.
5. RESIDENCE BUILDINGS: No residence buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three automobiles. No residential building, garage or accessory building shall exceed 28 feet in height.
6. ACCESSORY BUILDINGS: In addition to the single family residence and garage described above no more than one accessory building shall be permitted on the lot. It shall be constructed in compliance with the set back requirements above and the approved material and finishes described below. In addition thereto, said accessory building may not exceed the total square footage size of the primary residence. The height of the accessory building may not exceed the height of the residential building.
7. SIZE OF DWELLINGS: No single family dwelling shall be less than 1800 square feet for the main structure exclusive of porches and garages.
8. MATERIAL AND FINISHES: On each individual lot the residence, garage and accessory building must be finished with the same or complimentary exterior materials. Galvanized, sheet metal, tar paper or asphalt composition siding will not be permitted on any building or structure. No bright galvanized metal or other reflective roof surfaces shall be permitted. Tar and aggregate roof surfaces will be permitted only when the aggregate used is of sufficient size and thickness to insure full coverage of all asphaltic base coats. Asphaltic tile roofs will be permitted but

only in subdued tones as approved by the Architectural Control Committee. Tile roofs of all types will be considered for approval by the committee. All metal surfaces including flues, exposed flashing vents, pipes, trim etc shall be anodized or painted to blend with the exterior colors of the dwelling and shall be non-reflective.

9. SEWAGE: Individual sewage disposal systems shall be by septic tank or other permitted subsurface disposal system. Installation and construction of sewage systems shall be pursuant to rules, regulations and permit authority of the State of Oregon Department of Environment Quality and its delegated authority, the Klamath County Department of Environmental Health.

10. ANIMALS: A total of three horses may be maintained on each lot. No other livestock, poultry or other animals excepting dogs, cats and birds shall be raised, bred or kept on any lot. Household pets shall be limited by number and type so as to constitute no nuisance to adjoining neighbors or the general public.

11. TELEVISION ANTENNAS: No television antennas nor satellite receiver discs shall be placed on the premises in front of any residence, garage or accessory building.

12. STORAGE AREAS: All outdoor storage areas, garbage cans, utility boxes, trash areas shall be fenced or screened with material which matches or is compatible with the exterior finish of the residence. No damaged, disabled or other vehicle not readily in driving condition shall be stored on the subject property except if enclosed in a closed garage or accessory building.

13. COMMERCIAL VENTURE: No commercial venture shall be allowed on any of the property herein which results in the maintenance, repair, storage, fabrication or salvage of vehicles, equipment or chemicals on the premises. No signs advertising any business venture shall be allowed.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or a sign used by a builder during the construction and sales period, or one sign of not more than two square feet providing the names of the residents of the property.

15. CONDITION OF LOTS: Each lot shall be maintained in good and clean condition and free of hazards to the adjacent property and to residents thereof. No lots shall be used for storage or as a dumping ground for equipment, vehicles, rubbish, garbage or debris. All waste shall be kept in sanitary containers and shall be protected from animals out of view.

16. PAINTING AND EXTERIOR COLORS: No bright and highly reflective colors shall be approved.

17. DRIVEWAY SURFACES. All areas utilized for parking of vehicles on the subject property shall have a paved, concrete or suitable gravel surface.

18. RESTRICTIONS AS TO SINGLE DWELLINGS: No building shall be erected or altered or used on any lot whatsoever in said subdivision except as herein stated for any purpose other than:

A. One single detached dwelling occupied by the purchaser, his lessee or guests and for residence purpose only.

B. Other buildings incident and accessory to a country home the use of which is restricted and defined as follows:

- 1) Garage. To be used to house automobiles of the purchaser, lessee or guests for the use of which no charge is made. Boats may be stored as well.
- 2) Barn. To be used for the maintenance of horses.
- 3) Greenhouse. Permitted for private use only.

The purpose of these restrictions is to limit the use and occupancy of any one single lot to any one single family with their necessary servants and appurtenances. In case the purchaser of any lot leases his premises, the premises must be leased as a whole.

19. ARCHITECTURAL CONTROL COMMITTEE: When fully constituted this committee shall consist of three homeowner residents of AGENCY LAKE RANCHES. Initially, however it will consist of the developers. As soon as it becomes feasible the developers will appoint three residents to serve on the committee. Once committee positions are filled by three owner residents succeeding representatives shall be designated by a majority of the members of said committee. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity with this DECLARATION OF CONDITIONS AND RESTRICTIONS. In the event of the death or resignation of a member or members of said committee, the remaining member or members shall have full authority to approve or disapprove such design or location or to designate a committee member with like authority. In the event that said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it such written approval will not be required and this covenant will be deemed to have been fully complied with. This provision shall not, however waive the rights of enforcement of other than the design review and approval functions referred to above. Members of the ARCHITECTURAL CONTROL COMMITTEE shall not be entitled to any compensation for services performed pursuant to the provisions of this covenant.

After December 31, 2004 the owners of a majority of the real property within the subject subdivision may, by a sealed document amend these deed covenants and restrictions which amendments shall remain in force and effect thereafter or until by their terms they shall expire or be amended by subsequent act. Amendments shall require a seventy-five percent affirmative vote of all property owners of AGENCY LAKE RANCHES.

20. COVENANT RUNNING WITH THE LAND: The terms, conditions, covenants and restrictions contained herein shall run with the land and be binding upon grantors, grantees, their heirs, successors and assigns. All persons to this agreement, either benefited or burdened thereby, shall have power and standing to enforce any terms or conditions of the covenants herein through use of such legal and equitable remedies as may exist.

IN WITNESS WHEREOF the parties have hereunto set their hand this 2nd day of November, 1994.

By: 

Robert J. Mullen

By: 

Kerry S. Penn

ATTEST:

STATE OF OREGON, County of Klamath

STATE OF OREGON,

County of Klamath

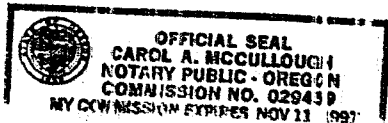
} ss.

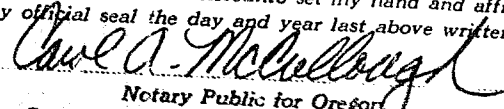
FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 2nd day of November, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **** ROBERT J. MULLEN ****

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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




Notary Public for Oregon
My Commission expires Nov. 11, 1997

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

35875

No. 5907

State of CALIFORNIA

County of RIVERSIDE

On November 14, 1994 before me, DEBORAH T. GAGNON Notary

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared

Kerry S. Penn

NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Deborah T. Gagnon
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S) _____
☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

Declaration of Conditions and Restrictions

TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

NONE
DATE OF DOCUMENT

NA
SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co
of Nov A.D., 19 94 at 3:28 o'clock P.M., and duly recorded in Vol. M94
of Leeds on Page 35870

FEE \$35.00

Return: Mountain Title Co

Evelyn Biehn

County Clerk

By Deborah T. Gagnon