

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

TRACT 1291 LAKE RIDGE PARK

Lake Ridge Park is located in Klamath County, Oregon, and does hereby make the following Declaration of Conditions, Covenants and Restrictions covering the above-described real property, specifying the 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.

PURPOSE: It is the Purpose of The Developers to create a sub-division which enhances the neighboring residential areas and is an asset to the City of Klamath Falls. The Developers desire that this will be a beautiful, desirable area of attractive homes and yards, a place where people are proud to live. The plan described herein is with that purpose in mind.

A. GENERAL PROVISIONS

1. LAND USE AND BUILDING TYPE: All lots shall be used as single family residential dwellings.
2. UTILITY CONNECTIONS: On each of the lots, no above-ground utilities, pipes, wires, shall be used to connect a telephone system, power system, and other improvements with supplying facilities. Satellite dishes shall be unobtrusive and not block any views of other properties.
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 temporarily or permanently. No offsite manufactured homes will be allowed for temporary or permanent use. However, a builder or his/her agents may construct or move a small construction shed upon the property, but only for the duration of the construction period.
4. FENCES: No fence, wall or hedge in excess of forty-two (42) inches in height shall be permitted to extend from the minimum front setback line of the house to the curb line of the street. No fence shall exceed six (6) feet high on any portion of the lot. All fences shall be made of materials that are compatible with the main dwelling.
5. NUISANCES: No noxious or offensive activities shall be carried 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.
6. VIEW: No view shall be obstructed by natural or planted landscaping, fencing, or unnecessarily by any structure. Lot layout shall be

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done with the intention of providing maximum view for the lots behind them.

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. No animals are to be allowed to roam outside the owners premises without being controlled by owner or on a leash. No more than two dogs are allowed per home. Dogs that bark excessively enough to disturb people on a consistent basis will be just cause to have the Poundmaster give the owners due warning, and then they must be either restrained with legal silencers or be removed. Unsightly destruction of landscaping or property by pets, to the point it is offensive to the neighbors, shall be grounds for legal action and possible removal of the pet(s).

8. GARBAGE AND REFUSE DISPOSAL: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean, sanitary condition. No rubbish may be burned or buried on or near Lake Ridge property. No parcel shall 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. All garbage containers, cuttings, refuse, fuel tanks, clothes lines and other service facilities must be screened from the view of other parcels.

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

10. LOT SPLITS: No lot(s) within the subdivision shall be split, divided or partitioned to create an additional buildable lot. Minor lot line adjustments are allowed only if the adjustment does not create an additional lot.

11. LAKE RIDGE COURT: Is a private road owned by the Lake Ridge Home Owner's Association (LRHOA), lots 1-4, 6-10. The primary purpose of the road is for ingress and egress and for all utilities serving all lots. Dues for LRHOA will be assessed for road maintenance, snow removal and street lights, or any other assessment common to the above lots on the road.

12. EASEMENTS: Easements for installation and maintenance of all utilities and drainage facilities are reserved as shown on the recorded plat. Owners shall provide a clear strip free of building and other material on said easement.

13. LAKE RIDGE HOMEOWNERS ASSOCIATION: All lot owners, 1-10 except lot 5, will automatically be a member on the purchase of a lot.

B. SINGLE-FAMILY RESIDENTIAL PROVISIONS:

1. **DWELLING QUALITY AND SIZE:** No building other than a site built single-family dwelling for private use may be constructed on any lot. Off-site manufactured home may not be used as a residence. No more than one detached, single-family dwelling, not more than three car garage or carport on one level 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 be considered in determining the number of stories in the dwelling for lots 1 through 5 on Front Street and lot 10. These lots will have maximum pitch roofs 3.5:12 to provide as much view for the other lots as possible. The main floor shall have an elevation no higher than the center of the street in front of it and there will not be any floors above the main floor. Minimum square footage per single-family dwellings is 1,600 square feet, excluding the garage and porches. Because of natural weathering appearance, the use of stains, earth tones are encouraged over paints and bright colors will be restricted to front doors or accent areas. All driveways must be composed of asphalt or concrete.

2. **BUILDING LOCATION:** No structure shall be located on any lot nearer than twenty (20) feet to the private street on the front yard. No structure shall be located nearer than ten (10) feet to an interior side lot 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 twelve (12) months after the exterior of the main building is finished, to be natural looking, or with bark chips, rocks, shrubs and evergreens in a professional looking manner. All new plantings are encouraged to be an extension of the natural vegetation and in no way block the view of other properties.

5. **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.

6. **LIGHTING:** No offensive exterior lighting or noise making devices shall be installed or maintained on a lot without Review Committee approval.

7. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than two square feet to advertise the art, craft or hobby of the owner, or one sign of not more than nine square feet advertising the property for sale or rent.

8. **PARKING:** Parking of recreational vehicles is not permitted on the street or in front of residences. The streets shall not be used for parking

vehicles, except on a temporary basis. Off-street parking shall be provided by each property owner for at least two vehicles. No parking or storage of cars, 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 side or rear of the main dwelling.

C. REMEDIES AND PROCEDURES

1. ARCHITECTURAL CONTROL REVIEW COMMITTEE: 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 Review Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence shall be erected, placed or altered on any lot nearer to the private street than the minimum building set-back line, unless similarly approved. Approval shall be as provided in this section.

2. GENERAL PROVISIONS: Term. These covenants are to run with the land and are to be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years. However, at any time an instrument signed by a two third of the present owners of the lots can be recorded, agreeing to change said covenants in whole or in part.

3. ENFORCEMENT: The Architectural Control Review Committee shall have the right in the event any property within Lake Ridge sub-division is not adequately cared for to notify the negligent party of the condition in writing; if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Review Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition and levy charges against the negligent property owner in sums adequate to pay for the corrective measures. Such sums shall become a lien against the subject property if not paid in full within fifteen (15) days of billing. This is made specifically to insure that lawns and landscaping are kept in a neat and acceptable appearance as set out in the Protective Covenants established for Lake Ridge sub-division. Enforcement shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant, either to restrain violation or to recover damages. These CC&R's are private and will not be enforced by the City, although all city and county codes and ordinances are applicable.

4. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5. MEMBERSHIP: The initial Review Committee shall be composed of three members to be designated by the under-signed owner. After all lots are sold the lot owners shall elect the three members of this committee from time to time.

6. PROCEDURES: The committee's approval or disapproval as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to respond within seven (7) days after plans and specifications have been submitted and accepted 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. Approved or disapproved must be determined within 14 days unless extenuating circumstances prevent a decision.

7. 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.

Pamela J. Connors

By: Pamela J. Connors by Wayne A. Connors
OWNER *attorney in fact*

Wayne A. Connors

By: Wayne A. Connors
OWNER

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 15th day
of June A.D., 19 95 at 3:44 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 15812.

Bernetha G. Leisch, County Clerk

By: [Signature]

FEE

\$30.00