

K-48982-D

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 LOT #5 BLOCK #3 TRACT 1152 INCLUDING PARCEL 2 & 3 OF PARTITION NO. 65-95  
 GLENRIDGE WAY, KLAMATH FALLS OREGON

These Covenants, Conditions, and Restrictions are made this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by Paul C. Cahill & Sherilyn A. Pies, hereafter referred to as "Declarant", owner of the real property in Klamath County, State of Oregon, described in Exhibit "A", attached hereto, and incorporated by reference herein.

The property described in Exhibit "A" is hereby subject to these Covenants, Conditions, and Restrictions and will be known as Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95.

Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 is being developed as a residential (Multi-Family) community. Except where this Declaration for Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its owners and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard of requirement set by an applicable zoning ordinance of the County of Klamath, the more restrictive standard or requirement of the applicable Klamath County ordinance shall apply.

Paul C. Cahill & Sherilyn A. Pies  
 63765 Deschutes Market Rd.  
 Bend OR 97701  
 (541)385-7899

RETURN TO:  
 PAUL CAHILL  
 63765 DESCHUTES MARKET RD.  
 BEND, OREGON (541)385-7899

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1.1 Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95: The term Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 Declarant: The term "Declarant" shall mean Paul C. Cahill, or his successors in interest.

1.3 Lot: The term "Lot" shall mean each lot described on a subdivision plat or partition map or any alteration thereof as may be made by a valid lot line adjustment.

1.4 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95.

1.5 Homesite: The term "Homesite" shall mean a lot as defined herein.

1.6 Owner: The term "Owner" shall mean and refer to either or all holders of fee titles to any lot, or any other person or persons entitled to possession of the lot pursuant to contract or lease.

1.7 Improvements: The term "Improvements" shall include but are not limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences, barriers, retaining walls, stairs, decks, hedges, windbreaks, planted trees, planted shrubs, ground cover, signs, storage areas and all other structures or exterior landscaping, vegetation of every type and every kind above ground surface.

1.8 Streets: The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

## SECTION II: Property subject to the Covenants, Conditions, and Restrictions for Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95.

2.1 General Declaration Creating Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95: Declarant hereby declares that all of the real property located in Klamath County, Oregon described in exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions, and Restrictions of Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 run with all of said real property for all purposes and shall be binding upon and insure to the benefit of Declarant and all owners, and their successors in interest as set forth in this Declaration.

### 2.2 Addition of other Real Property by Grantor:

a. Declarant may, at any time during the term of this Declaration, add all or any portion of adjoining land or land that is part of the original Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 plat to the property which is covered by this Declaration, as set forth below. The provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and owners of parcels within such added land shall be the same as in the case of the land described in exhibit "A".

b. The notice of addition of real property referred to above shall contain at least the following provisions:

1. A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

### SECTION II: 2.2 (cont.)

2. A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

3. A legal description of such added real property.

4. Such other or different Covenants, Conditions and Restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvement of such added real property.

### SECTION III: Architecture Review Committee

3.1 **Responsibility:** The Architecture Review Committee will be responsible for the approval of plans and specifications for the development of any building, structure, or other improvements on any lot, including landscaping.

3.2 **Membership:** The Architecture Review Committee shall consist of the Declarant and/or his designated appointee or at such time that one hundred percent of said lots have been sold, three resident owners shall be designated as the continuing committee. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed by said members. In the event that the deaths or resignations of all members of the committee shall occur without successors having been appointed, the majority of the owners shall have full power to designate successors.

3.3 **Action:** Except as otherwise provided herein, a majority of the Architecture Review Committee shall have power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee may render its decisions only by written instrument setting forth the actions taken by the members consenting thereto.

3.4 **Failure to Act:** In the event the committee, or its designated representative, fails to approve or disapprove plans and specifications within 30 days after the same have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and these provisions shall be deemed to have been fully complied with.

3.5 **Nonwaiver:** Consent by the Architecture Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent of waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

3.6 **Liability:** Neither the Architecture Review Committee nor any member thereof shall be liable to any owner for any damage, loss, prejudice suffered or claimed on account of any action of failure to act by the committee or any member thereof, provided that the members acted in accordance with actual knowledge possessed by them, and that they acted in good faith.

### SECTION IV: Restrictions on Use of Property

4.1 **Occupancy:** No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than a Multi-Family residence for the purpose of private use and/or rental (lease) to the general public.

4.2 **Improvements:** Principal building construction is to be completed and ready for occupancy within one year from start date. All roofing material will meet or exceed a Class "a" fire rating; type and color to be aesthetically pleasing and match existing roof coverings; no wood shingles or shakes, even though treated, will be allowed. All exterior walls to be finished and will consist of a good quality siding; colors to be subdued in nature and environmentally pleasing. Driveways will be of asphalt, concrete, or

#### SECTION IV:4.2 (cont.)

concrete pavers; cinders or gravel are unacceptable. Each lot, including any improvements thereon, within Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 shall be maintained in a clean and attractive condition; remain in good repair and condition so as not to create fire or safety hazards.

- 4.3 **Approval Required:** No improvements, as defined in Section 1.7 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Architecture Review Committee.
- 4.4 **Appearance:** All garbage, trash, cuttings, refuse, garbage/refuse containers, clothes drying apparatus, and other service facilities located on the lot shall be screened from view in a manner approved by the Declarant.
- 4.5 **Construction and Alteration:** Nothing shall be altered or constructed or removed from or placed on a lot except with the prior written consent of the Architectural Review Committee.
- 4.6 **Offensive or Commercial Activity:** No offensive or commercial activity, as defined by the City of Klamath Falls and/or County of Klamath ordinances, shall be conducted, nor shall anything be done which may be or become an annoyance or nuisance to other residents and/or owners.
- 4.7 **Signs:** No sign of any kind shall be displayed in public view on or from any lot without the Declarant's prior written consent. However, an owner/manager may display not more than two (2) "For Sale" or two (2) "For Rent" signs per lot.
- 4.8 **Exterior Lighting or Noise Making Device:** No exterior lighting or noise making device shall be placed on any lot or any portion thereof without the prior written consent of the Architectural Review Committee.
- 4.9 **Antennas:** No television antenna, radio antenna, satellite antenna, or other receiving device shall be placed on any lot or portion thereof without written consent of the Architectural Review Committee.
- 4.10 **Limitation on Transfer:** No owner shall transfer either by conveyance, contract of sale or lease any interest in his lot which would result in ownership by more than ten persons.
- 4.11 **Mobile Homes:** No mobile home, tent, shack, barn or other similar out building or structure, whether permanent or temporary, shall be erected or placed on any lot.
- 4.12 **Utilities:** No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.
- 4.13 **Parking:** A minimum of one and a half (1.5) parking spaces must be provided for each individual living quarters. No extended parking on any street shall be allowed by any house trailer, travel trailer, boat trailer, camper or incapacitated motor vehicle. No boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one ton, disabled vehicles or other similar vehicles shall be parked or stored on any lot or on any street in a position whereby said vehicles will be visible from the street or from other units on other lots.
- 4.14 **Lot Area, Width, Set-Back Lines:** Lot area, width and set-back lines shall be in accordance with the requirements of the applicable Klamath County and/or Klamath Falls City Zoning and Land Use Regulations as shown on the face of the Plat.
- 4.15 **Livestock, Poultry, and Pets:** No livestock, or fowl of any kind shall be raised, bred or kept on any lot. Pets may be kept provided that they are not maintained or bred for any commercial purposes.

#### SECTION IV (cont.)

- 4.16 **Sight Distance at Intersections:** On a corner lot, no fence, wall, shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain within the triangular area, formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street property lines extended. See Exhibit "B".

The same sight line limitations shall apply on all lots within the first ten (10) feet of a street right-of-way line. No trees shall be permitted to remain within such distances unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

4.17 **Walls and Fences:** Side and rear setback spaces may have a fence constructed to height of six (6) feet and may be a solid fence. An exception to the fencing along the side setback is noted above in paragraph 4.16 above. No boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. No wall or fence of any height shall be constructed on any lot until the height, type, design and approximate location has been reviewed and approved, in writing, by the Architecture Review Committee. The height of elevations of any wall or fence shall be measured from ground elevation of the property at or along the applicable points or lines.

4.18 **Temporary Structures:** No structure of a temporary character, trailer, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No prefabricated or mobile home shall be permitted on any lot unless approved in writing by the Architectural Review Committee.

4.19 **Licensed Contractors:** No amateur home building will be allowed on any lot. The principal structure on each lot shall be constructed by a licensed building contractor only.

4.20 **Firearms and Related Activity:** No firearm, cross bow, bow and arrow, or air gun, including without limitation, BB type or pellet gun, whether for the purpose of hunting or target practice, shall be used within

4.21 **Severability.** Invalidation of any use 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.

#### SECTION V: Duration and Amendment of this Declaration.

5.1 **Duration:** The Covenants, Conditions, and Restrictions of Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration, in effect immediately prior to the expiration date, shall be continued automatically, without further notice for an additional period of ten years and thereafter for successive periods of ten years unless, within one year prior to the expiration of such period the Covenants, Conditions, and Restrictions for Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 are terminated as set forth above in this section.

5.2 **Amendment:** This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with a written consent of the owners of fifty-one percent (51%) of the lots subject to these Restrictions.

5.3 Any amendment, deletion, or repeal of this Declaration shall not become effective until recorded in the Official Records of Klamath County, Oregon.

#### SECTION 6: Enforcement.

6.1 This Declaration shall be specifically enforceable by the Architecture Review Committee or by any owner of any lot in Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95. Any breach of this Declaration shall subject the breaching party to a try and all legal remedies, including damages or the destruction, removal or the enjoining or any offending improvement or condition.

6.2 In the event that legal suit or legal action is instituted for the enforcement of the Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

#### SECTION 7: Effect of Declaration.

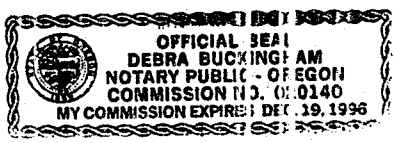
The Covenants, Conditions, and Restrictions of this declaration shall run with the land included in Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 and shall bind, benefit, and burden each lot in Lot #5

Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant and all owners of any lot in successors and assigns of Declarant and all owners of any lot in Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitee or any other party claiming or deriving any right, title or interest or use in or to any real property in Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95. The use restrictions set forth in Section 4 of the Declaration shall be binding upon all owners, lessees, licensees, occupants and users of the property known as Lot #5 Block #3 Tract 1152 including Parcel 2 & 3 of Partition No. 65-95 and their successors in interest as set forth in this declaration including any person who holds such interest as security for the payment of an obligation including any mortgage or other security holder in actual possession of any lot by foreclosure or otherwise, and any other person taking title from such security holder.

By [Signature]  
PAUL C. CAHILL, OWNER  
By [Signature]  
SHERLYN A. PIES, OWNER

State of Oregon, County of Klamath.  
The foregoing instrument was acknowledged before me this 4 th day of June, 1996, by PAUL C. CAHILL, Owner and SHERLYN A. PIES, Owner

By [Signature]  
Notary Public for Oregon  
My commission Expires: 12-19-96



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 4th day of June A.D., 19 96 at 3:42 o'clock P M., and duly recorded in Vol. M96 of Deeds on Page 16342.

FEE \$35.00

By [Signature]  
Bernetha G. Letsch, County Clerk