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COVENANTS, CONDITIONS & RESTRICTIONS FOR  
BASIN VIEW ESTATES, KLAMATH COUNTY REGION

These Covenants, Conditions and Restrictions are made this 17<sup>TH</sup> day of FEBRUARY, 1997, by North Hills, LLC. North Hills, LLC are the developers of the Basin View Estates, a duly platted residential subdivision in Klamath County, Oregon with a final plat recorded on 2/1/97, at book \_\_\_\_\_ pages \_\_\_\_\_ Plat Book, Klamath County, Oregon. On the date of execution of these Covenants, Conditions and Restrictions (hereafter referred to as "CC&R's") North Hills, LLC was the owner of lots 1-20 of the platted lots in the Basin View Estates. To insure the orderly development of the lots (1-13) & (17-20) of the Basin View Estates, the architectural compatibility of residences constructed in the subdivision and to provide for certain minimum standards for the use and maintenance of lots and residences in the subdivision, North Hills, LLC adopts these CC&R's, which shall run with the land and shall burden each lot (1-13) & (17-20) in the Basin View Estates under the following terms and conditions. All single family residence's shall comply with Basin View standards, at a minimum. The 17 residential Basin View Estates lots pose additional standards as described below:

## SECTION 1

## ARCHITECTURAL CONTROLS

1.1 Before any residence may be legally constructed and/or remodeled with exterior changes upon a lot in Basin View Estates, the owner of the lot which is the site of proposed construction and/or remodeling shall comply with the paragraphs of Section 1 of these CC&R's. Failure to so comply shall be deemed a violation of the CC&R's.

1.2 Any Basin View Estates lot owner desiring to construct/remodel or to have constructed/remodeled a residence on that owner's lot shall submit to North Hills, LLC the following plans and drawings prior to commencement of construction for written approval by North Hills, LLC's Architectural Review Committee which shall consist of as many persons, but not less than three (3), as North Hills, LLC may from time to time appoint.

(a) A proposed site plan showing the location, layout, dimensions and configuration of the proposed residence and other improvements.

(b) A proposed building plan and supporting drawings, showing the style and design of the proposed residence including type of exterior materials and colors to be utilized in construction. The window sashes shall be made of wood, and the exterior walls shall be natural wood, brick, stone, stucco or cottage lap. There shall not be any exterior plywood siding. A grant of variance may be made from the required materials if a substitute of equal or better quality is used. There shall be garbage can enclosures. Fences must be approved for type and material prior to installation.

1.3 Within fifteen (15) days after submission of the plans described in Section 1.2 to North Hills, LLC, the lot owner shall be informed in writing as to the acceptability of the proposed site plan, or proposed building plan. In the event that any aspect of either the proposed site plan or proposed building plan fails to conform to North Hills, LLC's development concept for the Basin View Estates, the lot owner shall revise and re-submit the site plan and/or building plan until conformity with North Hills, LLC's development concept is reached and plans are approved by North Hills, LLC. Any re-submission of the proposed site plan or proposed building plan shall be reviewed by North Hills, LLC's Architectural Review Committee similarly to the original submission of such plan.

1.4 North Hills, LLC shall have the exclusive right and authority to establish the development concept for the Basin View Estates, consistent with these CC&R's and the

general comprehensive plan, zoning restriction's and land use requirements of Klamath County, Oregon. The development concept, as determined by North Hills, LLC may (but need not) be set forth in the form of guidelines. The development concept may be modified from time to time any may vary from lot-to-lot within the subdivision.

1.5 After the approval of the plans, the lot owner may begin construction in accordance with the approval plans. Construction not in conformity with the plans shall be deemed a violation of these CC&R's. The exterior walls of any construction or remodel shall be completed within six (6) months following the start of such construction or remodel.

1.6 North Hills, LLC reserves the right to inspect and review all construction. If after inspection North Hills, LLC believes any construction is not in agreement with the approved plans, it may halt construction, without court order, and may require without court order, that corrective action be taken to rectify any non-conformity before construction can proceed. North Hills, LLC shall not be liable for any damages, delays or inconvenience caused by any inspection and review of the construction, whether or not such inspection and review results in the identification and correction of any non-conforming construction.

1.7 North Hills, LLC reserves the right to waive any requirement of Section 1 of these CC&R's as to the construction on any lot in the subdivision. Waiver of any requirement as to one lot owner does not require waiver of the same or similar requirements as to any other lot owner. Any such waiver shall be effective only if it is in writing, signed by an authorized representative of North Hills, LLC and delivered by North Hills, LLC to the lot owner claiming the benefit of such waiver.

## SECTION 2

### USE AND MAINTENANCE OF PROPERTY

2.1 All lots in the Basin View Estates shall be utilized exclusively for single family residential construction and use. No business or other profit-making venture shall be conducted in, or about any residence or lot located in the subdivision except for:

- (a) builder's temporary construction and sales offices,
- (b) realtor's temporary sales office and model homes, and
- (c) one room professional, sales or business office which is not designated

by an exterior sign or other indicator. Nothing in these CC&R's shall prohibit the owner of a residence located in the subdivision from leasing or renting such residence.

2.2 Each owner of a lot within the subdivision shall be responsible for exterior maintenance, repair and landscaping of that owner's lot, residence and appurtenant facilities and structures. Each lot owner shall paint, maintain and repair any residential building or appurtenant facilities and structures on that owner's lot in accordance with usual community standards for similar single family residential subdivisions.

2.3 Weather and soil conditions permitting, each lot owner shall commence installation of landscaping on the owner's lot within six (6) months after the residence on the lot is occupied. Weather and soil conditions permitting, all landscaping and vegetation shall be maintained in reasonable fashion in accordance with the usual community standards for similar residential subdivision. No owner shall permit the growth of noxious or annoying weeds on that owner's lot.

2.4 Single family dwelling and units shall have a total living area of not less than 1,600 square feet (exclusive of porches, decks, and the garage).

2.5 No boat, motor home, mobile home, camper, trailer or other similar recreational vehicle shall be kept in open public view in the subdivision. Nothing in this paragraph shall prohibit the temporary parking of a boat, motor home, mobile home, camper, trailer or other similar recreational vehicle on a street or lot in the subdivision, provided the

temporary parking is related to the actual use of such vehicle and does not exceed a period of seven (7) days in continuous duration.

2.6 No disabled or dismantled motorcycle, automobile, truck or other motor vehicle or trailer shall be stored or kept on any lot or street in the subdivision for more than forty-eight (48) hours except for vehicles completely stored within an enclosed garage.

2.7 No animals, livestock or poultry of any kind shall be kept on any subdivision lot, however, dogs, cats, and other household pets may be kept if in compliance with all controls and if they are not kept for any commercial breeding purposes.

2.8 Each lot owner shall be responsible for keeping that owner's lot free and clear of garbage, refuse, rubbish and trash and shall store the same in sanitary containers or receptacles. No lot shall be used in part or in whole as a dumping ground for garbage, refuse, trash or other waste materials.

2.9 No noxious, offensive or unlawful activity shall be conducted, nor shall any condition exist on any lot in the subdivision which shall cause or create any public annoyance, public disturbance, nuisance or trespass within the subdivision.

2.10 No trailer, van, bus, camper, truck, tent or garage located on or about any lot or street in the subdivision shall be used as a residence either permanently or temporarily.

2.11 No sign of any kind shall be posted or maintained on any lot, residence or structure in the subdivision except for one temporary sign advertising the property for sale or rent except for such reasonable signs used by a builder to advertise or promote a newly constructed or remodeled residence normally accepted as part of this trade.

2.12 No building or structure, landscaping, vegetation, or other object of any type may be erected altered, maintained, planted or cultivated in such a manner as to intrude or encroach into or otherwise interfere with the sunlight necessary for the efficient operation of solar collection equipment.

2.13 Mailboxes *(The type of mailboxes will be discussed and inserted when a decision has been made).*

## SECTION 3

### GENERAL PROVISION

#### 3.1 Effect of CC&R's.

These CC&R's shall run with each of the lots (1-13) & (17-20) in the Easin View Estates and shall burden, bind in inure to the benefit of North Hills, LLC its successors and assigns including all parties who hold any right, title or interest in or to any lot in the subdivision during the effective period of these CC&R's.

#### 3.2 Effective Period of CC&R's.

Unless amended, repealed or modified, these CC&R's shall be in effect for a twenty (20) year period, commencing from the date of the execution of these CC&R's by North Hills, LLC. These CC&R's shall terminate automatically at the conclusion of the twenty (20) year period specified in this paragraph.

#### 3.3 Amendment, Repeal, Modification of CC&R's.

(a) So long as North Hills, LLC holds legal title to any lot in the Basin View Estates, no amendment, repeal or modification of these CC&R's shall be permitted or accomplished unless North Hills, LLC executes and records a written instrument adopting such amendment, repeal or modification.

(b) At and following the time that North Hills, LLC no longer holds legal to any lot in the Basin View Estates, these CC&R's may be amended, repealed or modified by recordation of a written instrument executed by at least seventy percent (70%) of the lot owners in the subdivision computed as of the date of recordation of such written instrument.



### 3.4 Expiration of Section 1 of CC&R's.

Notwithstanding the provisions of the above paragraphs 3.2 and 3.3, Section 1, Architectural Controls of these CC&R's by North Hills, LLC's Development Control Committee shall expire automatically only at the time that North Hills, LLC no longer holds legal title to any lot in the Basin View Estates and North Hills, LLC has completed all responsibilities it deems necessary pursuant to Section 1 relating to the review of site plans, building plans and the construction or remodeling of residences. At such time as North Hills, LLC no longer holds or exercises control of approval of building plans, the duties of approval of plans for construction and remodeling shall automatically become the responsibility of the homeowners association, if any, then in existence to which Basin View Estates is subject. Except as provided for above, no party or person shall exercise architectural control or review of any type over construction in the subdivision, except as to enforcement of the provisions of Section 1.

### 3.5 Enforcement.

These CC&R's shall be specifically enforceable by the owner of any lot in the Basin View Estates. In the event legal proceedings are instituted over these CC&R's or to require enforcement of these CC&R's, the prevailing party in such litigation (including any appeal thereof) shall recover that party's reasonable attorney fees incurred in such litigation as adjudged by the trial court or appellate court.

### 3.6 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.

### 3.7 Limitation of Liability of North Hills, LLC.

Neither North Hills, LLC nor any of his agents or employees shall be liable to any owner on account of any action of failure to act of North Hills, LLC in performing its duties or rights hereunder, provided that North Hills, LLC has in accordance with actual knowledge possessed by it, acted in good faith.

### 3.8 Right to Extend to Additional Property.

So long as North Hills, LLC holds legal title to any lot in the Basin View Estates, North Hills, LLC shall have the right to subject property in addition to Basin View Estates (lots 1-13 & 17-20), as defined herein, to these CC&R's so long as said property is adjacent and contiguous to Basin View Estates.

NORTH HILLS, LLC

Richard E. Robertson Partner  
Richard E. Robertson

Ken K. Katsuda  
Ken K. Katsuda

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 24th day  
of February A.D. 19 97 at 2:47 o'clock P. M., and duly recorded in Vol. M97  
of Deeds on Page 5470

FEE \$25.00

Return: KCT

by Bernetha G. Letsch, County Clerk  
Kathleen Rose