

200 FEB 22 AM 11: 26

MTC 1396-1636

**Declaration of  
Conditions and Restrictions  
7th Addition of North Hills,  
Tract 1344  
Klamath Falls, Oregon**

The undersigned, being the record owner of all of the property designated as the 7th Addition to North Hills, located in Klamath County, Oregon, does hereby make the following declaration of conditions and restrictions, specifying that the declaration of conditions and restrictions shall be constitute covenants to run with all the land, and shall be binding on all persons claiming under them and that these conditions and restrictions shall be for the benefit of a limitation upon all future owners of said real property.

### General Provisions

1. **Land use and building type:** All lots shall be used as single family residential and residential manufactured home development.

2. **Temporary structures:** No structures of temporary character including; tents, shacks, plastic tarps, garages, sheds or other out buildings shall be used on any lot at anytime as a residence, either temporary or permanently.

3. **Fences:** No fence shall exceed six feet high on any portion of the lot and shall not exceed three feet on any side facing a street.

4. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood. The shooting of any firearm on the premises is prohibited.

5. **Manufactured home restrictions:** All manufactured homes must have a roof other than metal, and shall be finished in horizontal wood or vinyl lap siding, shall be recessed into the ground and shall sit on a block or concrete foundation. No manufactured home shall be less than 1500 square feet in size, ( does not include garage). All homes will have an attached 2 car garage, at least 20 ft. by 20 ft. Garage siding, trim and contour will match house.

6. **Landscaping and maintenance of lots:** All lots shall be covered with grass, rock bed, shrubs or trees and no portion of any lot shall be left barren for more than sixty days. Each parcel, and its improvements shall be maintained in a clean and attractive condition, and in good repair.

7. **Animals:** Comply with county laws and regulations.

8. **Garbage and refuse disposal:** All garbage and other waste materials shall be kept in a sanitary container at all times. All equipment for the storage of such materials

31.00  
x

shall be kept in a clean and sanitary area. 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 unattractive to the eye, nor shall any substance, thing or material be kept upon any lot that will on site disturb the peace, comfort or serenity or occupants of surrounding property.

9. **Completion of construction:** All dwellings, or other structures shall be completed within 90 days after beginning of construction.

10. **Outbuildings:** All outbuildings plans must be submitted and approved prior to start of any construction and will be required to have the same roofing and siding as the residence.

11. **Site plans:** A site plan along with a complete set of house plans will be submitted to the Architectural committee for approval prior to the selling of a lot. The committee will make sure that the plans and the structures are in compliance with city and county codes.

Some criteria for approval

A. Porches, decks and dormers.

B. Garage ready and location. Garage must be structurally and attractively attached. Home should come garage ready from factory.

C. Front door must face street. (city code).

D. Curb appeal, (windows, shutters, siding, shape, etc.)

12. **Commercial:** No business shall be allowed to operate from residence.

13. **Driveways and sidewalks:** Driveways are to be paved asphalt, or concrete; Sidewalks are to be constructed of concrete.

14. **R. V.'s:** No rv's shall be parked extending beyond the front of the house, on the sidewalks or on the street.

15. **Commercial trucks:** Commercial trucks will not be parked in the streets.

16. **Lot purchases:** Lots may be purchased for future development with a written agreement that all CCR's will be complied with at the time of actual placement of a home.

## **Remedies and procedures**

1. **Enforcement:** These declarations and covenants may be enforced by the undersigned or any owner of any lot in the subdivision.

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 so do. Whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants in addition to the costs and disbursement allowed by law, such sum as the court may adjudge reasonable as attorneys fees in said suit or action.

2. **Term:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming there under, however, they may be amended by two thirds of the property owners.

3. **The board:** The Architectural Committee shall be appointed by the property owners. The board shall consists of 5 owners, which shall include 2 members of the LLC until such time as the subdivision is completed and sold.

4. **Liabilities and compensation:** The property owners shall not receive compensation for their services. The property owners will not be individually liable for the acts done within the scope of their authority and in the event a claim is made by a second or their party on actions or activities of the property owners done within the scope of their authority, all property owners shall share in that responsibility.

7th Addition to North Hills, Tract 1334

  
Bill Ransom

For LLC

State of Oregon, County of Klamath

Recorded 2/22/00, at 11:26 a.m.

In Vol. M00 Page 5459

**Linda Smith,**

County Clerk Fee\$ 31<sup>00</sup>