

05 JAN 27 PM 2:54

MTT-1396-0014

Vol M05 Page 06140

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

State of Oregon, County of Klamath
Recorded 01/27/05 2:54 P m
Vol M05 Pg 06140-48
Linda Smith, County Clerk
Fee \$ 6.00 # of Pgs 9

After Recording Return To:

Nash Construction LLC

1125 adams street #A

K. Falls, OR 97601

1. Name(s) of the Transaction(s):

COVENANTS CONDITIONS AND RESTRICTIONS ~~REGENCY~~ ESTATES PHASE 2 TRACT 1400

2. Direct Party (Grantor):

GLENWOOD REGENCY DEVELOPMENT LLC

3. Indirect Party (Grantee):

OWNERS OF LOTS IN REGENCY ESTATES PHASE 2

4. True and Actual Consideration Paid:

No consideration

5. Legal Description:

TRACT 1400 Regency Estates Phase 2

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

6/100
A

DECLARATION OF CONDITIONS AND RESTRICTIONS

The Regency Estates are the developers and owners of the planned community known as Glenwood Regency, Phase 2. For the purpose of the preservation enhancing and perfecting the value, desirability, amenities, and attractiveness of the real property, the Declarants have deemed it desirable to create an agency to which should be delegated and assigned certain powers relating to the maintenance and architectural control of the project.

The Declaration states the agency is to:

- (a) Administer and enforce this declaration.
- (b) All of the properties described shall be held, sold, and conveyed, subject to the following covenants, conditions, reservations, restrictions, easements, liens and charges, and shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

WHEREAS, the Declarants have filed for record in the office of the County Clerk of the County of Klamath and State of Oregon, a plat designated as a tract of land situated in the NW1/4 and NE1/4 of Section 14, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.

WHEREAS, Glenwood Regency Development, LLC, is the owner of all the real property included therein.

NOW, THEREFORE, these parties, the above described Declarants, do hereby adopt the following general scheme and plans for the improvements, use and restrictions in the use of benefits of themselves, as owners, of said land, and also for the owners of any part of said land claiming through them, their successors or assigns; and they do hereby declare that having adopted all of the said land and each part and parcel thereof and that all their successors, representatives and assigns who shall derive title from the said Declarants shall take little subject to such general scheme and plan, even though no reference to such plan shall be made in the deed of conveyances as to any such successor, representative or assign; and the passing of title to any part of parcel of said land to any successor representative or assign shall carry with it as an apourtenance the obligation and burden of such general scheme and plan. The said general plan shall consist of the above described property being and remaining subject to the following conditions, covenants and agreements, to wit:

1. NAME: The name of the planned community shall be Glenwood Regency Estates, Phase 2.
- RESERVATIONS: The Declarants may, without approval of the owners of the lots construct or complete construction of the improvements which the Declarant deems advisable and necessary.
2. LAND USE AND BUILDING TYPE: No lot shall be used except as designated, R5 or R5a, the purpose as outlined in the Klamath Falls zoning ordinance. Beings erected are to be approved by the Architectural Control Committee.
3. DWELLING COST: Quality and Size: The ground floor are of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet for a one-story dwelling, not less than 1,200 square feet for a dwelling of more than one story. A basement or partial basement structure shall not be considered a two-story structure. No dwelling with a construction cost of less than \$100,000 shall be permitted on any lot.
4. LIMITATIONS ON BUILDINGS: No more than one Dwelling may be erected or constructed on any Lot. All Dwellings shall be on-site, stick-built buildings. No Modular Homes or Mobile Homes shall be allowed. Each Dwelling shall have a two-car garage. There will be no carports allowed. No other building, except a single garden shed, shall be allowed on any Lot, and no building or structure of any kind shall be erected prior to the construction of the Dwelling. Accessory building shall be, at the maximum 10'x 12' and shall not be used for or in connection with multi-family living, and each building site shall be used for no more than one family. All such building shall conform to all Klamath County Ordinances. All accessory buildings must be of similar style to the main dwelling unit and must be painted to match the main dwelling unit.
5. TIME: All Dwellings and other structures shall be completed within one year after construction has commenced, except in cases where completion is impossible or will result in great hardship to the owner or the builder because of strikes, fires, national emergencies, natural calamities or other like events.
6. CONSTRUCTION: All Dwellings, exclusive of open porches, decks and garages shall contain not less than 1,600 square feet of habitable floor area. All buildings and structures shall have Composition Shingle roofing material, unless otherwise approved in writing by the Architectural Control Committee. Each roof shall have a minimum pitch of five inches for each 12 inch span. Each Dwelling shall have lap siding, unless otherwise approved by the Architectural Control Committee. Tarpaper, roll brick, sheet aluminum, masonry block or T-111 siding shall not be permitted on a Dwelling. All buildings of any kind shall conform to city set back requirements and building codes. The color of all exterior paint used on a Dwelling or any other improvement on a Lot shall be subject to approval of the Architectural Control Committee.

7. BUILDING LOCATION: All buildings shall be located to comply with Klamath Falls Zoning Ordinances and variances granted therefrom. No building shall be located on any lot nearer to the front lot line than 20 feet. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. On corner lots, the direction towards which the dwelling faces shall be the front property line. A side yard of 20 feet or more on the side street will be maintained. On corner lots, a rear yard of 20 feet will be maintained and may be measured from either the rear or side building line to either the shorter or the longer property line. For the purpose of this covenant, coves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon not more than 6 feet into a required yard or not closer than 2 feet to a side setback.
8. UTILITY CONNECTIONS: On each of the lots in the tract all telephone service wire connections to the main telephone system and all power connections to the main power system must be placed underground. Electrical conduit cannot be exposed on side of house. Exposed television antennas shall be prohibited. Digital Satellite Disc not to exceed 3' diameter.
9. 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. No chain link fence. The provisions of this paragraph shall not apply to fences built on the exterior boundary of the development. All fences shall be constructed of good materials and, at all times, be kept in a like new condition.
10. 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.
11. REPLACEMENT: If a home is partially damaged by fire or other hazard, the home is to be replaced to approval of the Architectural Control Committee within six (6) months. If a home is totally destroyed by fire or other hazard, and the owners prefer not to replace the home, the lot is to be cleared and put in a clean and attractive condition within six (6) months.
12. NUIANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Parking of vehicles of a commercial use is prohibited except for pickup sized vehicles.
13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. Campers, trailers,

boats, etc. may not be parked for storage purposes in the front setback of the lot or at street.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than nine square feet advertising the property for sale or rent.
15. LANDSCAPING: All lots shall be landscaped within one year after the exterior of the main building is finished, not with less than 20% of front yard to be in grass, the rest to be natural, or with bark chips and evergreens in a professional manner. No Chinese Elm shall be permitted. Cottonwoods and Poplars may be considered.

When a dwelling has been constructed on a lot, all adjacent vacant lots owned or controlled by the dwelling owner shall be landscaped in a manner consistent with the landscaping on the dwelling lot.
16. DRIVEWAYS: The first forty (40) feet of all driveways must be composed of concrete. Thereafter, the driveway may be composed of concrete, gravel or asphalt.
17. COMPLETION OF CONSTRUCTION: All dwellings shall be completed within one (1) year from the beginning of construction. Upon completion of the exterior of all buildings under construction, the owner may petition the Architectural Control Committee for permission to leave certain interior portions unfinished. The decision of the Committee is final.
18. PARKING: Parking of recreational vehicles is not permitted on the street in front of the residences. The streets shall not be used for parking vehicles except on a 24 hour temporary basis. No parking or storage of trailers, trucks, campers, boats, boat trailers, snowmobiles, or other off-road vehicles shall be permitted unless they are garaged, screened or concealed from the view of any neighbor.
19. ENFORCEMENT: These Declarations and Covenants may be enforced by the Undersigned, any owners of the lots in the planned community, or any member of the Architectural Control Committee. 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, then, whether said suit be reduced to degree or not, the Board or owner seeking to enforce or restrain any such violations, shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as attorney's fees in said suit or action.
 - a. PROVIDING NOTICE OF VIOLATION. Any property owner within the subdivision may enforce this Declaration by serving written notice of an

alleged violation on the offending or violating property owner. If, within thirty (30) days after delivery of a written notice, the violation has not been corrected or the property owner receiving such notice has not delivered written assurances to the complaining property owner that the violation will be corrected without unreasonable delay under the circumstances, the aggrieved property owner shall have the right to commence a proceeding in Klamath County Court or any court of competent jurisdiction for the enforcement of this Declaration.

- b. FAILURE TO ENFORCE. The failure of the Developer, or any lot owner to enforce any provision of this Declaration, or to fail to take action on any purported violation hereof, shall not constitute a waiver of the right to do so, and the Developer shall incur no liability whatsoever for such failure.
20. AMENDMENT: This Declaration, or any portion thereof, may be amended by an affirmative vote of 75% of the lot owners favoring the amendment.
21. CONTEMPLATED IMPROVEMENTS: The Declarants do not agree to build any specific improvement and does not choose to limit Declarant's right to add improvements not included in this Declaration.
22. TURNOVER OF ADMINISTRATION: The Declarants make no other specific provisions for turnover, except as otherwise provided in this Declaration and as provided by the Oregon Planned Community Act.
23. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot 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 a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
24. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
25. 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 they are not kept, bred or maintained for any

commercial purposes. No animals are to be allowed to roam outside owner's premises without being controlled by owner or on a leash. Household pets shall be maintained in a clean and sanitary condition and shall not be obnoxious or a nuisance to the surrounding owners. Pet owners shall be liable for all damages by their pets.

26. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and not allowed in front set back. No rubbish may be burned or buried on or near any property in this planned community, nor shall any parcel be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, including firewood which must be stored in an orderly manner and not be covered with colored coverings, or which be will 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, and other service facilities must be screened from view of neighbor parcels. Fuel tanks and clotheslines are not permitted.

27. LIGHTING: No offensive exterior lighting or noise making devices shall be installed or maintained on a lot without written Architectural Control Committee approval.
28. WATER SUPPLY: No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Public Health Authority.
29. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot.
30. EASEMENTS: Declarants hereby reserves in themselves, their successors and assigns, perpetual easements under, over and across strips of land five (5) feet in width running along and interior to the side lines and rear lines of each building site owned by itself for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems and poles, pipes, wires, cables, guys, anchor and conduits for lighting, heating, power, telephones and any other method of conducting and performing any public utility service or function beneath, upon and above the surface of the ground within said five-foot strips of land, and Declarant reserves the right to put and/or trim any trees or other growth on such

five-foot strips which may interfere with or menace the construction, maintenance or operation of said utilities.

31. ARCHITECTURAL CONTROL: 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 Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot near to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in this section. No fence shall exceed 6 feet high on any portion of the lot.
32. MEMBERSHIP: The initial Architectural Control Committee of three to five members is composed of persons designated by Glenwood Regency Development, LLC, by a recorded document. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining 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 pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
33. 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 approve or disapprove within 10 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.
34. GENERAL PROVISIONS:
 - (a) TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lot have been recorded, agreeing to change said covenants in whole or in part.
 - (b) ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, if upon the erection of the first improvement upon any

06148

of the residential lots which are subject to these restrictions, if is disclosed by survey that a minor violation or infringement may be waived by the written consent and waiver of the owners of the residential lots immediately adjoining on either side of the residential lot upon which the violation or infringement occurs and such waiver shall be binding upon all other owners of residential lots which are subject to these restrictions and shall nullify the provisions of paragraph "b" herein insofar as any right of suit or action occurs by reason of such violation so waived. Nothing herein contained shall prevent the prosecution of a suit for any other violations of these restrictions. For the purpose of defining a "minor" violation as herein contained, such violation shall be not more than two feet beyond the setback lines as herein set forth. This provision shall apply only to the original structure and shall not be applicable to any alterations or repairs to such structure.

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