

Return to: W.C. Heidinger  
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Klamath Falls, OR 97601

**M06-11134**

Klamath County, Oregon

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**Declaration of Conditions and Restrictive Covenants**

Charles Whiting, Wendell Heidinger, Rhonda Heidinger, Owners and developers of tract 1368, located at or near Patterson & Alva, Klamath Falls, Oregon, hereby declare the following conditions and restrictions governing the construction, development and use of said real property. These conditions and restrictions run with the land and shall be binding on all persons claiming an interest (ownership or leasehold) in the property:

1. **Land Use and Building codes:** The lots shall be used for residential purposes only. The use of all lots shall be consistent with the Klamath County single family residential development code. Whenever a requirement of the single family code is in conflict with a requirement of the covenants, the more restrictive document shall govern. All structures must conform to applicable building codes. All setback regulations shall be strictly adhered to. Structures are prohibited on or near utility easements.
2. **Dwelling size and Quality:** All dwellings, exclusive of open porches and garages, shall not be less than 1700 square feet. "Modular" prefabricated homes are permitted, provided that they are "new" (not "used") homes; are set on a perimeter foundation; use the same basic materials (use sheet-rock rather than panels on walls, have a peaked roof etc.) and conform to the same codes as site-built houses in Klamath County. No manufactured home (A.K.A. mobile home, or trailer home) may be used as a residence on any lot (even if they conform to the HUD code). Basements, daylight basements, split entry, and split levels, shall not be considered in determining the number of stories in the dwelling. All homes are to be constructed with a minimum of a two car garage which must be constructed at the same time as the home. Exterior colors of home and other structures shall be earth tones and non-offensive, blending with surrounding home colors.
3. **Utility Connections:** No above ground utilities, pipes, or wires, shall be used to connect a telephone system, power system, or other improvement to a serving utility. Exposed antennas and reception disks larger than 24 inches in diameter are prohibited. Placement of reception dishes are to be in as inconspicuous of location as possible. No irrigation or drain lines shall be exposed for more than 12 inches in length. The intent of this section is to eliminate exposure of utilities, pipes, wires or anything of similar appearance to view. A small amount of exposure at the beginning or termination of a utility, pipe or wire is allowed.

Each new house constructed in this subdivision must contain at least one natural gas consuming appliance connected to the natural gas line installed in the subdivision. Examples of such appliances include but are not limited to: Water heaters, kitchen ranges and ovens, central heat and air units, and clothing dryers. The intent of this requirement is to allow the gas utility company to recoup its investment in the gas line for the subdivision so that the developer does not have to pay any "non use" fees.

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Any lot owner who desires to change the graded level of the lot will be responsible for any costs incurred raising or lowering utility installations including but not limited to water meters and electrical boxes.

4. **Temporary Structures and Site cleanup:** No structure of a temporary character, including but not limited to trailers, tents, shacks, garages, barns or any other out-buildings shall be used on any lot, utility easement, area between the curb and property line, nor any street at any time as a temporary or permanent residence. However, a builder or his agents may park a construction trailer on the property, but only for the duration of the construction period. The Builder shall keep street and sidewalk neat, clean, and safe for passage at all times, and shall promptly repair or replace to original condition any improvements damaged during construction for which he may be directly or indirectly responsible for the damage thereof. The builder shall maintain an organized work site and shall work to confine all his processes and materials to the lot upon which he is building upon. The builder shall maintain his work site reasonably free of refuse and debris and shall promptly and completely remove and dispose of any debris or refuse originating from his work site which finds its way to any other lot or street or adjoining neighborhood.
5. **Fences and Walls:** No fence, wall or hedge taller than forty two inches shall be permitted to extend from the minimum front setback line of the house to the property line of the street. All fences or walls greater than 42 inches in height must be placed 20 feet or more away from a property line which borders a street. Fences may occur next to a property line which separates one lot from another or which separate one lot from a neighboring property outside the scope of this subdivision. No fences shall exceed six feet in height on any portion of the lot. All fences shall be made of materials that are compatible with the main dwelling.
6. **Nuisances:** 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.
7. **Livestock and Poultry:** Prohibitions per Klamath County zoning laws. No animals are to be allowed to roam outside owner's premises without being controlled or contained by owner.
8. **Maintenance of lot:** Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as to not create a fire hazard or visual pollution. In addition to the requirements of these covenants, Klamath County has additional requirements regarding keeping lots free of noxious weeds in the growing season which must be complied with.
9. **Garbage and Refuse Disposal:** No lot or home shall be used or maintained as a dumping ground for rubbish, trash, or garbage, non-working vehicles and other waste shall not be kept onsite, except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and

sanitary condition. No rubbish may be burned or buried on the subdivision, nor shall any lot or home be used for the storage of any property or thing that will cause such property to appear in an unclean or untidy condition, including but not limited to firewood which must be stored in an orderly manner and not be covered with colored coverings, 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 owners of surrounding property. All lots must be maintained at all times to control and prevent grass fires upon the property. All garbage containers, cutting, refuse and other service facilities must be screened from view of neighboring lots except on the days refuse is picked up and disposed of by the local refuse disposal service.

10. **Lighting:** No offensive exterior lighting or noise making devices shall be installed or maintained on a lot or home with the exception of burglar, fire and gas alarms. Tasteful Christmas lighting is permissible.
11. **Signs:** No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than four square feet to advertise the art, craft or hobby of the owner, or one sign of not more than six square feet advertising the property for sale or rent. During construction of a dwelling, the builder may display a sign of not more than six square feet. Signs which are attached to Builder, Subcontractor or Supplier vehicles and trailers are exempt from this provision. Signs by the developer for purposes of marketing the subdivision are exempt from this provision.
12. **Building Location:** Per Klamath County Building codes.
13. **Landscaping:** Front yards shall be fully landscaped within 6 months and rear yards shall be landscaped within two years after exterior of the main building is finished. Areas subject to erosion must be landscaped for purposes of erosion control not later than six months after substantial completion of the home.
14. **Driveways:** All driveways shall be of concrete. Dirt, Gravel or Asphalt are not allowed.
15. **Surface Drainage:** Special attention shall be given to site surface drainage so that surface waters will not significantly adversely affect neighboring properties.
16. **Completion of Construction:** All dwellings shall be completed within one year from beginning of construction.
17. **Parking:** Parking of recreational vehicles is not permitted on the street or space between the street and the property lines.
18. **Easements:** No building, fences, walls, wood piles, debris, fill material or any other obstruction shall be constructed or placed within a utility easement without prior

approval from Klamath County and/or the utility companies which occupy said easement.

19. **Enforcement:** These covenants may be enforced by the undersigned, any owners of any lot in the subdivision, or by the County of Klamath. Should suit or action be instituted to enforce any of the foregoing conditions or restrictions, after written demand for discontinuance of a violation thereof, and any failure to do so, then whether said suit be reduced to decree or not, the 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.
20. **Conflicts with law:** In the event that any portion of this document should be found to be in conflict with any law or statute, the remaining portions of this document which do comply with law or statute shall remain in affect.
21. **Amendment of Declaration:** These conditions and restrictive covenants may be amended by the developer as long as the developer owns one of the platted lots. These conditions and restrictive covenants may also be amended, terminated, or revoked by obtaining written approval from the original developer as well as the owners of six (6) out of eight (8) platted lots. The requirement to obtain permission from the original developer is waived one (1) year after the developer sells all eight (8) platted lots.

Developers

W.C. Heidinger  
Wendell C. Heidinger

Ronda Heidinger  
Rhonda Heidinger

Charles E. Whiting by W.C. Heidinger <sup>his</sup> Attorney in fact.  
Charles E. Whiting

As the buyer of Lots 1-8 of tract 1368, located at or near Patterson & Alva, Klamath Falls, Oregon, I understand as of the date of this signing, I/We agree to the terms and conditions of the covenants contained herein, and agree to comply with the rules specified in these documents.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

State of Oregon  
County of KLAMATH

This instrument was acknowledged before me on May 25, 2006 by W C. Heidinger, individually and as Attorney In Fact for Charles E. Whiting and Ronda Heidinger.



Stacy M Howard  
(Notary Public for Oregon)

My commission expires Nov 18, 2007