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Klamath Falls, Oregon 97601

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Klamath County, Oregon



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DECLARATIONS OF HORSE COUNTRY
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made effective as of this 13th day of June 2007 by
5 Star Ranch, LLC hereinafter Grantors or Declarants.

1. **Property Covered**, Grantors are the owners of the real property located in the County of Klamath, State of Oregon, more particularly described as Horse Country, as platted and recorded in Klamath County Deed Records, Volume number 2007 at Page 010084 recorded June 5, 2007.
2. **Declaration**. Grantors hereby declare that the Property (hereinafter Property), and each Lot, Building Lot, Parcel, or portion thereof (hereinafter collectively referred to as Lot), is and shall be held, conveyed, occupied, and improved subject to the following restrictions, covenants, limitations, easements, conditions, and equitable servitudes, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The covenants, conditions, and restrictions set forth herein shall, without further reference, be deed restrictions and run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title, or interest in the Property and any interest therein shall inure to the benefit of, and be binding upon, Grantor, its successors in interest, and each Grantee and his/her respective successors in interest, and may be enforced by Grantor, by any Grantee or Owner, or his/her successors in interest.
3. **General and Specific Restrictions:**
 - 3.1 **Land Use**

All buildings and/or other structures located upon the Property and each Lot shall be used exclusively for single-family residential living purposes and such uses customarily incidental thereto and not for the purposes of conducting a trade or business.
 - 3.2 **Structures**

No Lot shall be improved except with a single-family dwelling unit (hereinafter called Home) with a minimum two car garage, and each such dwelling shall contain a minimum floor area of 1400 square feet. The minimum ground floor area shall be exclusive of any attached garage, patio area, or storage area. The square footage requirement refers to the living area of each dwelling unit.

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3.3 **Building Locations**

Minimum setbacks are as follows:

1. All Homes shall be set back a minimum of 40 feet from their main access street and otherwise comply with City of Malin, County of Klamath, and/or State of Oregon Ordinances and/or requirements.
2. All out-buildings, barns, storage sheds, etcetera shall be located behind façade lines of Homes fronting main access street or a minimum of their 100 feet from the cul-de-sac if such out-buildings, barns, storage sheds, etcetera were built prior to Home construction. Architectural covered patios, porches, and the like are permitted in "front yard" areas.
3. Any/all buildings and structures built and/or utilized for animal containment, shade, or the like shall have a minimum setback of 75 feet from all property lines.

- 3.4 **Exterior Colors** shall blend, shall be earth tone and not create a high contrast to, and harmonize with the predominant year-round colors of the immediate surrounding natural environment. There shall not be excessive contrast between individual exterior colors of different building materials. All exterior color schemes shall be subdued and not create a contrast between the natural and built environment. Same exterior color treatment shall be continuous on all sides of the Home and all structures on the lot. Care should be taken to avoid duplicating the colors of nearby Homes.

- 3.5 **Exterior Lighting** on any Lot shall be directed downward and material of the fixtures must be compatible with Home construction and design. Lighting, in general, shall be designed and installed so as not to be offensive to the occupants/owners of any other Lot on the Property. During the November/December holiday season, a variance is granted for the use of exterior decorative lighting in moderation. Installation of holiday lighting must be neatly done with all cords screened from view. All seasonal lighting must be removed by the second weekend in January.

- 3.6 **Temporary Structures** No house trailers, mobile homes, tents, shack barn, or other similar outbuilding or structure shall be erected or placed on any Lot. No tent (other than for short term use – less than three weeks), shack or other temporary buildings or structures shall be placed or used upon any portion of the Property.

- 3.7 **Signs** No signs of any kind shall be displayed to the public view without the written consent and approval of the Grantors/Declarants, except such signs as may be used by the Grantors/Declarants in connection with the Property development, financing of improvements upon the Property and sale of Lots. Exceptions include, but are not limited to, such signs of customary and reasonable dimensions, as prescribed by the Grantors/Declarants, may be displayed on or from a Lot advertising the Home on that Lot for sale or lease. Further exceptions include architecturally designed and executed family name, ranch name, address, or identification signs.
- 3.8 **Nuisances** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere on the Property or any Lot thereon and no odor shall be permitted to arise thereon so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or its occupants. No noise or other nuisances shall be permitted to exist or operate upon any portion of the Property. Dust and flies resulting from owner activity must be abated and avoided.
- 3.9 **Farm Equipment, RVs, Boats, Trailers, and the like** shall be properly stored behind façade lines of Homes fronting their street. No non-operable, non-licensed, or derelict vehicles/farm equipment shall be stored on the Property at all. Cars, trucks, or any of the above mentioned shall not be stored or parked in landscaped areas. Permanent outdoor vehicle storage shall be fenced/screened from neighbor visibility.
- 3.10 **Animals** may be housed and kept on the Property as specified by City of Malin, and County of Klamath Ordinances.
- 3.11 **Satellite Dishes/Antennas** No satellite dish or radio/microwave antenna larger than 24" in diameter shall be permitted on the Property or any Lot thereon. No more than two allowable satellite dishes or radio/microwave antennas shall be allowed on any Lot.

4. Construction, Maintenance, and Landscaping

- 4.1 **Construction** The construction of improvements on any Lot, once commenced shall be diligently pursued until final completion. All improvements, as to the exterior appearances of the Home shall be completed within eight (8) months from the date of commencement of construction.
- 4.2 **Construction Materials** Roofing shall be architectural type composition shingles, slate tile, concrete tile, or cedar shakes. Exterior building materials shall be brick, stucco, lap, tongue and groove siding, or other

comparable and architecturally acceptable materials. All Home must be situated on a permanent poured foundation and comply with all local building codes. Roofs: Minimum 5 on 12 pitch roof with a minimum 12" overhang.

- 4.3 **Landscaping** Upon completion of any Home on a Lot on the Property, (See 4.6) **front yard** landscaping must be substantially completed within nine (9) months after that date and maintained in reasonable and proper order so as not to cause neighborhood blight. All non-landscaped areas of the Lot not regularly used for animal grazing shall be kept mowed and free of weeds and never be allowed to create an abatement problem. Front yards to be a minimum width of 80' or extend 10' feet on each side yard and landscaped from the house/garage to the street. Homes set back on the property must apply this width with a minimum 40' depth from yard area. Grass shall be watered and cut regularly.
- 4.4 **Irrigation** An irrigation system will be installed on each Lot. Owners shall maintain the landscaping on their Lot to provide a neat and attractive appearance including all necessary care to properly maintain and replace, when necessary, any trees, plants, grass, and other decorative vegetation. The right to enforce is vested in the Grantor, or any Owner in Horse Country.
- 4.5 **Exterior Maintenance** No improvement anywhere within a Lot on the Property shall be permitted to fall into disrepair and each improvement shall at all times be kept in proper condition and repair.
- 4.6 **Fencing** Any fencing located between Lots within the Property boundaries must be erected pursuant to a Shared Fence Agreement, under which each Lot Owner agrees to share equally the cost of erecting a common fence. Front yards as described in Section 4.3 along Greenleaf, Clearbrook, and Big Sky Drives should be visually opaque, not to exceed 4 feet in height, made of wood, vinyl, or architecturally designed metal fencing (no iron fence posts with wire fencing are allowed), and kept in good repair and appearance.
- 4.7 **Driveways** Driveways and lane must be sized and installed according to the City of Malin and County of Klamath codes, ordinances, and rules. All such driveways and lanes must be maintained so as not create dust nuisances for neighboring property owners when driven on. A 20' minimum paved apron is required from the street in and 20' minimum at the entrance to the garage.
- 4.8 All Homes are required to have a 100 square foot minimum covered front porch.

- 4.9 **Garages** Attached or detached garages are required in conjunction with home construction, and are subject to Home standards with reference to architecture and materials required with a minimum two-car capacity and 400 square feet.
- 4.91 **Outbuildings** Barns, sheds, shops must be approved by architectural review committee, but are held to different standards from Homes. Paint color on all buildings on property must be the same.

5. Architectural Review Committee

- 5.1 **Committee members** Declarants 5 Star Ranch, LLC and principals Robert and Terry McDonald are the initial members of the Horse Country Architectural Review Committee (hereafter referred to as ARC). The ARC shall be responsible for supervision, review, and approval of all construction and, building, and landscaping on the Property.
- 5.2 **Building Plan Application** All Homes or buildings to be constructed on any Lot must be approved by the ARC for the purposed of meeting the design approval the Grantor/Declarant and/or Owner of the Property. Each application must include design drawings showing floor plan and elevations, a schedule of materials and finishes specifying building materials and finish/trim colors and textures, brick masonry placement, roof material specifications and color(s), as well as any other materially significant features of the proposed design. A Grantee or Lot Owner must have design approval by the ARC prior to commencing construction.
- 5.3 **Additional Information** Prior to issuing design approval, the ARC reserves the right to require additional information or specific changes in the proposed design to ensure compliance with these COVENANTS, CONDITIONS AND RESTRICTIONS.
- 5.4 **Committee Membership** If a member of the ARC resigns or cannot serve any longer, his/her replacement shall be designated by the Grantor/Delcarant, unless 100% of the Lots on the Property have been sold; in which case the Owners of Lots, by majority vote, shall designate a replacement.

6. **General Provisions**

- 6.1 **Term** The covenants, conditions, and restrictions of, and any right or powers granted or reserved, under this Declaration shall run for a term of thirty (30) years from the date this declaration is recorded, unless amended as elsewhere herein provide, after which time such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by written instrument

executed by the Owners of 75% of the Lots on the Property and recorded for the City of Malin and the Recorder for the County of Klamath.

- 6.2 **Easements** Notwithstanding anything expressly or implied herein to the contrary, this Declaration shall be subject to all easement(s) heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Declarant hereby reserves the right to grant additional easement(s) and right(s) –of-way over the Property to utility companies and public agencies as necessary for the proper development of the Property until close of escrow for the sale of the last Lot on the Property to a purchaser.
- 6.3 **Amendment By Grantor** Until the close of escrow for the sale of the first Lot on the Property, the provisions of this Declaration may be amended or terminated by Grantor written instrument properly recorded setting forth such amendment or termination. For the purpose of this Declaration, the close of escrow shall be deemed to be the date on which a deed granting a Lot is recorded in the office of the County of Klamath Recorder.
- 6.4 **Amendment by Owner** Except where a greater percentage is required by express provision elsewhere in this Declaration, the provisions of this Declaration other than this paragraph, may be amended by written instrument signed and acknowledged by Owners of least 51% of the Lots on the Property, and such amendment shall be effective on the date it is recorded with the County of Klamath Recorder. Any amendment of this article shall require the vote and/or written consent of 75% of the Owners of Lots.
- 6.5 **Notices** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by U.S. Mail. If delivery is by U.S. Mail, it shall be deemed to be delivered seventy-two (72) hours after a copy of such notice has been deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to any Owner at the street address of the Owner's Lot.
- 6.6 **Interpretations** The provisions of this Declaration shall be literally construed effectuate their purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws and regulations of the State of Oregon, County of Klamath.
- 6.7 **Severability** If any section subsection, paragraph, sentence, clause, or phrase of this Declaration is for any reason held by a court of competent

jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Declaration.

- 6.8 **Right of Waiver** The Grantor reserves the right to waive or vary any of the procedures set forth herein at its sole discretion.
- 6.9 **Enforcement** Except as otherwise provided elsewhere herein, any Owners of any Lot(s) on the Property should have the right to enforce any/all of the provisions hereof against any Lot on the Property and the Owner(s) thereof. The failure of any Lot Owners to comply with any provision hereof and/or any written notices or request(s) of the Grantor is hereby declared a nuisance and will give rise to a cause of action by the Grantor or any Owner or Owners of Lots on the Property for recovery of damages or for negative or affirmative injunctive relief or both. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth in this Declaration. Each remedy proved herein is cumulative and not exclusive and is in addition to any remedies at law or in equity. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision or any other provision of this Declaration.
- 6.10 **Exemption of Grantor** Nothing contained herein shall be construed to limit the right(s) of Grantor to re-divide any portion of the Property or to grant licenses, reservation right-of-away, and easement to utility companies, public agencies, others or to complete excavation and grading and construction of improvements to and on any portion of the Property owned by Grantor or to alter the foregoing and its construction plans and designs, the course of development of the Property as long as any Lot on the Property remains unsold and so long as such subdivision or construction does not materially detract from the overall quality of the Property. Such right shall include, but be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonable necessary for the conduct of its business or completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit the right of Grantor at anytime prior to the acquisition of title to a Lot additional licenses, reservations, and right-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the property development and disposal of the Property. The right of Grantor here under may be assigned by Grantor to any portion of the Property, by an express written assignment recorded in the office of the Recorder for the County of Klamath.