

2009-008229

Klamath County, Oregon



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After Recording Return to:

Allen R. Camacho
C/O Cedar Trails Neighborhood Association
PO Box 263
Keno, OR 97627-0263

DECLARATIONS OF RESTRICTIONS

STATEMENT OF INTENT

The intent of these declarations of restrictions, same as conditions, covenants, and restrictions are to maintain, enhance, and provide a guideline to the standard of living established in the area known as Cedar Trails Subdivision, as same as shown on duly recorded plats in the Office of the County Recorder of Klamath County.

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

This declaration is made this 6th day of June 2009 by the Cedar Trails Subdivision lot owners.

The declarant(s) each own one or more lots in the Cedar Trails Subdivision, as same as shown on duly recorded plats in the Office of the County Recorder of Klamath County. It is the owners of said properties that consent to the conditions, covenants, and restrictions for Cedar Trails Subdivision and those amendments in the future.

The declarant(s) having been in a majority agreement of the then lot owners at the time of the above date, acknowledge that these covenants, conditions, and restrictions supersede those conditions, covenants, and restrictions recorded in the State of Oregon; County of Klamath, filed at the request of Thomas D. Sunday on the 3rd day of July A.D. 1978 at 9:44 o'clock AM in Volume M78, of Deeds on Page 14229.

NOW THEREFORE,

IN CONSIDERATION OF THE PREMISES, and for the uses and purposes herein, Cedar Trails Subdivision lot owners declare that all conveyances of lots or parcels comprised in the above described real property shall be made and accepted upon the following express conditions, provisions, covenants, and restrictions, hereinafter referred to as the "conditions", which shall apply to and bind the parties thereto, their heirs, successors, and assigns, imposed pursuant to a general plan for the improvement of said property and each and every lot therein, such conditions being as follows, to-wit:

RESTRICTIONS ON USE OF RESIDENTIAL LOTS

The lot owners of Cedar Trails Subdivision desire to preserve its natural qualities and amenities for the benefit of this community, have set forth the following conditions and restrictions on the uses of the lots.

ARTICLE 1 – LOTS

1.0 All lots shall be described and known as residential lots and shall be used as single family residential dwellings.

1.1 Lot Development: No buildings shall be constructed, placed, or altered on any lot until the construction plans and specifications (site plans) have been approved by the Board of Directors of the

Cedar Trails Neighborhood Association, a non-profit, mutual benefit Members Corporation. In the event that approval or disapproval of said plans is not received back within forty (40) days of submission to the Board of Directors of Cedar Trails Neighborhood Association, then said plans shall be deemed to have been approved.

1.1.1 No residential building shall be located nearer than forty-five (45) feet to the front or street lot line or closer than twenty-five (25) feet to any side or non-street lot line.

1.1.2 All driveway construction on individual lots shall have appropriate culvert construction to avoid blocking of roadside drainage ditches and impairing drainage ways, as per Klamath County Codes.

1.1.3 Mass grading of a site will not be permitted. Permanent earth work shall be only that required for foundation and driveways. This shall mean that construction disturbances (i.e. septic systems) shall be restored as much as possible to the original grade.

1.1.4 Tree Falling: Diligent efforts to maintain the natural beauty of the premises shall be required by all who enter the Cedar Trails Subdivision. All lot owners are encouraged to retain the natural vegetation of the properties, especially Ponderosa pine, Cedar, and Juniper trees, mountain mahogany and the vegetation that will allow the deer population to thrive. Therefore, cutting of live trees and brush species whose trunks are larger than 4 inches in diameter, as measured three feet from the ground along the trunk shall require permission from the Board of Directors of Cedar Trails Neighborhood Association.

ARTICLE 2 - BUILDINGS

2.0 Manufactured homes, mobile homes, pre-built off-site homes will not be allowed in the Cedar Trails Subdivision. Only on-site stick built (lumber, metal, structural insulated panel, reinforced masonry or similar materials) will be used for construction of a residential building and outbuildings.

2.1 Dwellings shall conform to the specifications and requirements of the Klamath County Building Code, Planning Department, and Department of Environmental Quality.

2.2 Dwellings shall be permitted on any lot as long as the area within its foundation, excluding porches and garages, exceeds 1350 square feet. By written approval from the Board of Directors of Cedar Trails Neighborhood Association, a two story building may have a ground floor area that is smaller than 1350 square feet provided that the total square footage exceeds 1350 square feet. At a minimum, a two car garage must be included with each residential construction plan.

2.3 Roofing: Painted metal roofing (non reflective) shall be allowed. Aluminum or other reflective roof surfaces shall not be permitted. Cedar shake, wooden roofing, and / or tar and gravel roof surfaces will not be permitted. No roll roofing material will be allowed as the exposed area of any roof. All exposed metal surfaces including flues, flashing, vents, pipes, etc. shall be painted to blend with exterior roofing color and be non-reflective.

2.4 Accessory Buildings: In addition to the single family residence and garage, accessory buildings shall be permitted on each lot. All accessory buildings shall be constructed in compliance with the set back requirements found in Article 1 subsection 1.1.1, county code requirements, and with a color complementary to the exterior of the residential dwelling.

ARTICLE 3 – USE OF RECREATIONAL VEHICLES / OUTBUILDINGS

3.0 For the purpose of establishing or building a dwelling, a self contained recreational vehicle, travel trailer, or 5th wheel trailer will be allowed to sit on owners lot(s) for not more than six (6) months in any given year.

3.1 One travel trailer or motor home per residence may be kept on the parcel after construction of residence is completed. This travel trailer or motor home may not be used as a residence.

3.2 No recreational vehicles, trailers, tents, garages, barns, out-buildings, or structures of a temporary nature shall be used on any lot at any time as a residence, except as provided in paragraph 3.0 of this document.

ARTICLE 4 - NUISANCES AND ANNOYANCES

4.0 No noxious or offensive activity shall be carried on upon any lot nor shall anything be done on the property that may be or become an annoyance or nuisance to the neighbors or neighborhood.

4.1 Any old metal, broken down machinery, or items commonly designated as "junk" will not be allowed to accumulate on any property visible from a road.

4.2 The dismantling, reconstruction, and or restoration of any vehicle or vehicles, or accrual of automobiles will be permitted only inside an enclosed permanent building. Evidence of this activity shall not be visible outside the lot where it takes place. Such work shall not introduce any hazardous materials into the environment of Cedar Trails.

4.3 All trash and or garbage will be kept in fly tight containers, prohibiting animal's access, and will be removed regularly by either garbage service company or by means of self delivery to the transfer facility.

ARTICLE 5 - PETS / LIVESTOCK

5.0 Pets and livestock shall be kept within the boundaries of the owner's lot(s) under clean, sanitary conditions. Any nuisance, annoyance, or offensive odors resulting from such pets or livestock will not be permitted. All pets / livestock shall be contained by fencing.

ARTICLE 6 - COMMERCIAL VENTURE

6.0 No commercial venture shall be allowed on any of the residential property which results in the maintenance, repair, storage, fabrication or salvage of vehicles, equipment, or hazardous chemicals on the premises. An allowable commercial venture will be such that no evidence of performed work will be noticeable from outside the residence, including an increase of traffic by both personal and courier service.

ARTICLE 7 - HUNTING

7.0 No recreational hunting or shooting will be allowed on any lot.

ARTICLE 8 - SUMMATION

8.0 Each and all of the above restrictions shall continue in force and effect unless a majority of the then lot owners (one vote per lot), in writing, modify, alter, or repeal these conditions, covenants, and restrictions.

8.1 If any owner of any lot in said property, or his / her heirs, or assigns, violates or attempts to violate any of the conditions, covenants, and / or restriction herein, it shall be lawful for any other person or persons owning any other lots of said property to prosecute and proceed at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and / or restrictions and either prevent them from so doing or to recover damages and other costs for such violation.

8.2 Invalidation of any one of these conditions, covenants, and / or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

8.3 A breach of any of the above conditions, covenants, and / or restrictions shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to said property or any part of said property, but said conditions shall be binding upon and effective against any subsequent owner of said property.

Ballots were mailed to all 125 lot owners of record with the Klamath County Assessors Office on April 15, 2009 to approve these Conditions, Covenants, and Restrictions. A majority of the ballots (84) were received from the lot owners by June 6, 2009. Pursuant to Article 21 of the 1978 Conditions, Covenants, and Restrictions filed with the Klamath County Clerk on July 3, 1978 in Volume M78 of Deeds on Page 14229, the majority of votes (68 of the 125 votes) were in favor of these Conditions, Covenants, and Restrictions. The ballots were counted by a volunteer panel of three (3) lot owners and the count was notarized on June 6, 2009. Approval by the majority of lot owners, in writing, of the above Conditions, Covenants, and Restrictions constitute that the above Conditions, Covenants, and Restrictions are effective June 6, 2009.

Allen R. Camacho
By: Allen R. Camacho

Felice Koblos
By: Felice Koblos

Patricia A. Sitz
By: Patricia A. Sitz

Timothy J. Tice
By: Timothy J. Tice

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared Allen R. Camacho, Felice Koblos, Patricia A. Sitz, and Timothy J. Tice who, being duly sworn, stated they are lot owners in CEDAR TRAILS SUBDIVISION and that said instrument was signed on behalf of all lot owners in said subdivision; and they acknowledged said instrument to be its voluntary act and deed. Before me:



C. L. Hernandez
Notary Public for Oregon

6/15/09
Date