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2018-011412

Klamath County, Oregon



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09/20/2018 10:43:59 AM

Fee: \$142.00

After recording return to:
Daniel Silver
Receiver
606 Columbia St NW
Suite 212
Olympia, WA 98501

**Amendment to Declaration of Conditions and Restrictions
of Tract 1306 – Northridge Estates**

The previous Conditions and Restrictions, previously recorded at Vol. M96, page 22826 with the real property records kept by the Klamath County Clerk, are replaced in their entirety by the following language:

A. General Provisions

1. **LAND USE AND BUILDING TYPE.** All lots shall be used as single-family residential dwellings except those which are vacant or which previously served as a warehouse.
2. **ADDITIONAL BUILDING/STRUCTURES.** Additional buildings such as a barn, shop, garage, RV cover, or the like are allowed as long as the structure is properly permitted as necessary.
3. **UTILITIES CONNECTIONS.** On each of the lots any and all utility connections should be underground where possible.
4. **TEMPORARY STRUCTURES.** No structures of a temporary nature (barn, shed, tent, etc.) shall be used as a residence either temporarily or permanently. Visitors may stay in a trailer or RV for a temporary time period not to exceed three (3) months. However, a builder or his agents may construct or move a small construction shed upon the property, but only for the duration of the construction period not to exceed six (6) months.
5. **PARKING.** Parking of non-garaged vehicles (extra car, pickup, boat, trailer, RV, camper, ATV, tractor, etc.) should be next to or behind the residence and concealed from the neighbors' view.
6. **FENCES.** Fencing, in good taste and high quality construction, compatible with the main dwelling, between properties is allowed but the adjoining property owner should approve the design. Cost of said fencing is the responsibility of the requesting owner unless the adjoining neighbor has agreed to share in the cost.
7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any property, nor shall anything be done thereon which may be or may

become any annoyance or nuisance to the neighborhood.

8. **PETS AND LIVESTOCK.** The raising of livestock such as horses, ponies, chicken/fowl and keeping domestic pets such as dogs and cats is allowable as long as they do not constitute a nuisance such as smell or noise. Any and all domestic animals should be properly fenced and housed with barn, coop, or cover.
9. **MAINTENANCE OF LOTS.** Each lot/parcel/home and its improvements shall be maintained in a clean and attractive condition and in such fashion as not to create a fire hazard or visual pollution.
10. **REPLACEMENT.** If a home is partially damaged by fire or other hazard, the home should be replaced 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 restored to a clean and attractive condition within six (6) months.
11. **GARBAGE AND REFUSE DISPOSAL.** No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage at any time. All equipment for the storage of garbage and/or trash or other refuse (garbage cans, dumpsters, etc.) shall be kept out of sight of neighbors and kept in clean and sanitary condition. 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 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.
12. **FIRE HAZARD AND ABATEMENT.** All lots must be maintained to control excessive growth of grasses, weeds, and brush that could become a fire hazard. Burning of any materials must be in compliance with the local fire department rules and regulations to control and prevent grass and range fires upon the property.
13. **COMPLETION OF CONSTRUCTION.** All new dwellings or buildings shall be completed within six (6) months after beginning of construction.
14. **DWELLING QUALITY AND SIZE.** No building other than a single-family dwelling for private use may be constructed on any lot, unless or where county ordinances allow. No mobile home or trailer may be used as a residence. A manufactured home may be installed when it is constructed or placed on a permanent foundation with a garage or garage building attached.

B. REMEDIES AND PROCEDURES

1. **ENFORCEMENT.** These Declarations and Covenants may be enforced by the undersigned or any owners of any lot in the subdivision.

Any party seeking to enforce the Declarations and Covenants shall in the first instance seek informal negotiations between the parties in dispute. The period for informal negotiations shall not exceed twenty (20) days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party(ies) sends the other party(ies) a written Notice of Dispute. All parties shall make reasonable efforts to informally resolve disputes.

If the informal negotiations fail to resolve the dispute, the complaining party may initiate suit or action to enforce any of the foregoing covenants or restrictions, after written demand for the discontinuance of a violation thereof which does not resolve the dispute. The prevailing party in any such dispute, whether or not litigation is formally initiated and whether or not said suit be reduced to decree or not, shall be entitled to have and recover from the other party(ies), in addition to the costs and disbursements allowed by law, such sums as the court may adjudge reasonable as attorney's fees in said suit or action.

2. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming interest in the described real property or development, however they may be amended by two-thirds of the property owners in written format with the signatures witnessed by a notary and recorded with the Clerk of the County in which situated.

AMENDMENT

The undersigned being more than two-thirds of the property owners of Tract 1267 – Northridge Estates amend the Declaration of Conditions and Restrictions as noted above:

Tax Parcel R-3809-015B0-00200

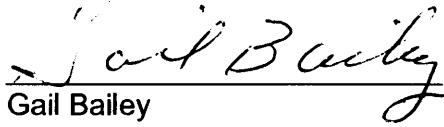


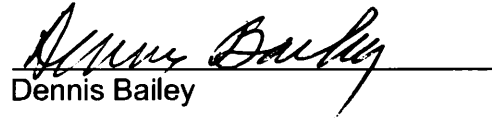
Mary Ann Crawford



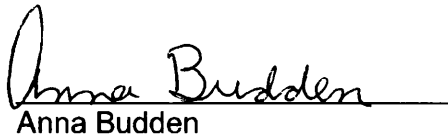
Kirk Crawford

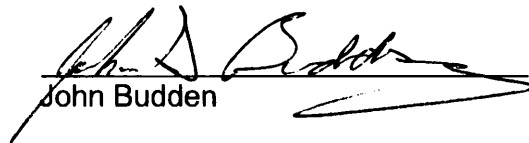
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Gail Bailey


Dennis Bailey

Tax Parcel R-3809-015A0-00304


Anna Budden


John Budden

Tax Parcel R-3809- 015D0-02900

Beverly McClung

Keith McClung

Tax Parcel R-3809-015D0-03900

North Ridge Estates Receivership LLC

Tax Parcel R-3809-015B0-00201

North Ridge Estates Receivership LLC

Tax Parcel R-3809-015D0-03000

North Ridge Estates Receivership LLC

Tax Parcel R-3809-015D0-03100

Tax Parcel R-3809-015B0-00500

Gail Bailey

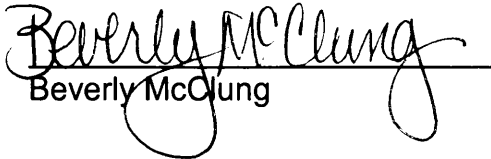
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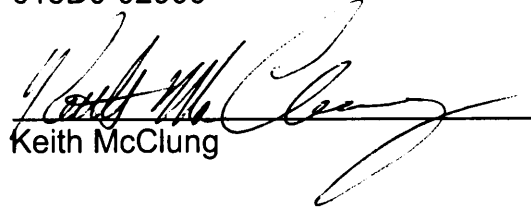
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Anna Budden

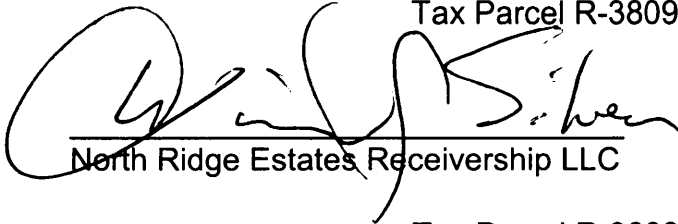
John Budden

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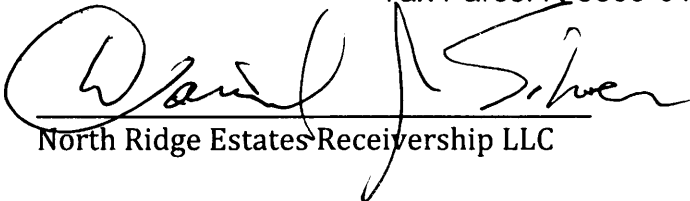

Beverly McClung


Keith McClung

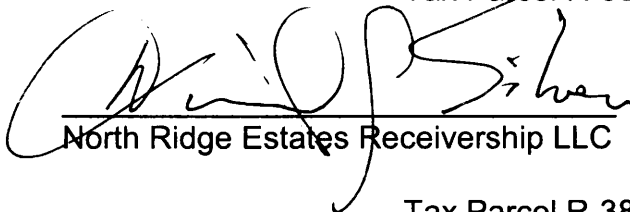
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North Ridge Estates Receivership LLC

Tax Parcel R-3809-015B0-00201


North Ridge Estates Receivership LLC


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North Ridge Estates Receivership LLC

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North Ridge Estates Receivership LLC


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North Ridge Estates Receivership LLC


Tax Parcel R-3809-015B0-00500


North Ridge Estates Receivership LLC

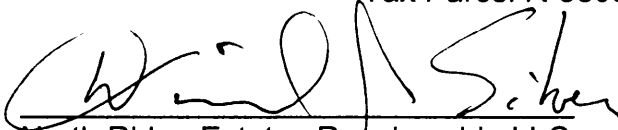
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North Ridge Estates Receivership LLC

Tax Parcel R-3809-015C0-00100


North Ridge Estates Receivership LLC


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North Ridge Estates Receivership LLC


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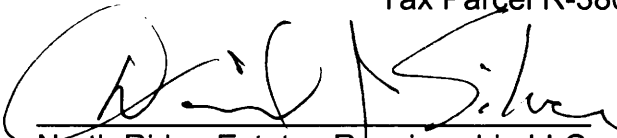
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North Ridge Estates Receivership LLC


Tax Parcel R-3809-015C0-00400


North Ridge Estates Receivership LLC


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North Ridge Estates Receivership LLC

Tax Parcel R-3809-015B0-00400


North Ridge Estates Receivership LLC

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North Ridge Estates Receivership LLC

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North Ridge Estates Receivership LLC

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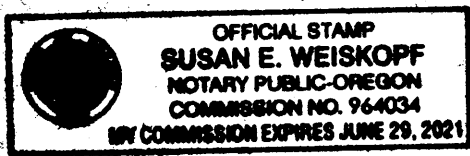
North Ridge Estates Receivership LLC

Tax Parcel R-3809-015D0-03600

North Ridge Estates Receivership LLC

State of Oregon)
) ss. 11th of September, 2018
County of Klamath)

Personally appeared MaryAnn and Kirk Crawford and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Susan E. Weiskopf
Notary Public for Oregon
My Commission expires: 6/29/2021

State of Oregon)
) ss. _____ of _____, 2018
County of Klamath)

Personally appeared Gail and Dennis Bailey and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My Commission expires: _____

Tax Parcel R-3809-015D0-03800


North Ridge Estates Receivership LLC

Tax Parcel R-3809-015D0-03600


North Ridge Estates Receivership LLC

State of Oregon)
) ss. _____ of _____, 2018
County of Klamath)

Personally appeared MaryAnn and Kirk Crawford and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My Commission expires:_____

State of Oregon)
) ss. _____ of _____, 2018
County of Klamath)

Personally appeared Gail and Dennis Bailey and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My Commission expires:_____

Tax Parcel R-3809-015D0-03800

North Ridge Estates Receivership LLC

Tax Parcel R-3809-015D0-03600

North Ridge Estates Receivership LLC

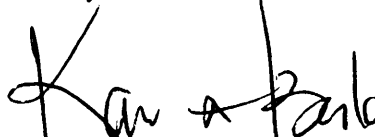
State of Oregon)
) ss. _____ of _____, 2018
County of Klamath)

Personally appeared MaryAnn and Kirk Crawford and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

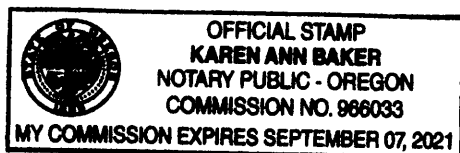
Notary Public for Oregon
My Commission expires: _____

State of Oregon)
) ss. 18th of September, 2018
County of Klamath)

Personally appeared Gail and Dennis Bailey and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

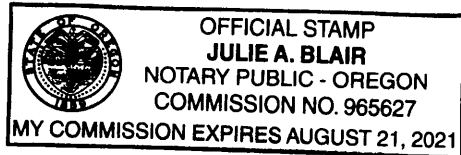


Notary Public for Oregon
My Commission expires: 9-7-2021



State of Oregon)
) ss. 14th of September, 2018
County of Klamath)

Personally appeared Beverly and Keith McClung and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Julie A. Blair
Notary Public for Oregon
My Commission expires: 8/21/2021

State of Oregon)
) ss. _____ of _____, 2018
County of Klamath)

Personally appeared Anna and John Budden and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My Commission expires: _____

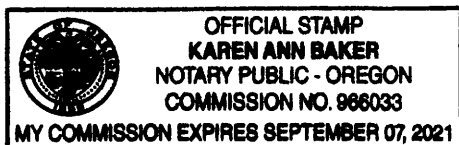
State of Oregon)
) ss. _____ of _____, 2018
County of Klamath)

Personally appeared Beverly and Keith McClung and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My Commission expires: _____

State of Oregon)
) ss. HTH of Sonoma, 2018
County of Klamath)

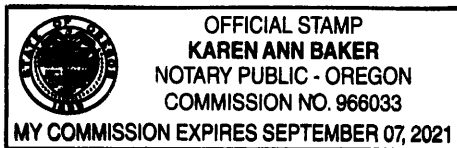
Personally appeared Anna and John Budden and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

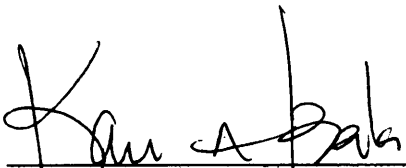


Karen A Baker
Notary Public for Oregon
My Commission expires: 9-7-2021

State of Oregon)
) ss. 18th of September, 2018
County of Klamath)

Personally appeared Daniel J Silver, North Ridge Estates Receiver, and
acknowledged the foregoing instrument to be his voluntary act and deed.
Before me:





Notary Public for Oregon
My Commission expires: 9-7-2021