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Kirk Crawford

2023-002724
Klamath County, Oregon



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Fee: \$117.00

NORTH RIDGE ESTATES

Declaration of Covenants, Conditions and Restrictions of Tract 1306 ("CC&R's")
AMENDED AGREEMENT as of: December 31, 2022

As North Ridge Estates Owners ("Members"), we take pride in our community and are dedicated to preserving the ideal neighborhood. Being near the city of Klamath Falls, yet far enough away from the hustle and bustle is yet another upscale rural living attraction. It is the responsibility of each Member to keep it Beautiful, Peaceful, Safe, and Marketable. The maintenance, upkeep and development of the neighborhood can impact all the above especially the resale value of each home and/or property. The CC&R's were created and recorded by the original property developers and the residents of the Estate. All CC&R's must comply and agree with the laws of the State of Oregon. The purpose of these restrictions is to preserve the community's attractiveness and desirability and each Member's right to a safe and quiet enjoyment of their home and neighbors. These CC&R's will apply to all Members of the North Ridge Estates of TRACT 1306. It is the responsibility of each Member to maintain and update these Covenants, Conditions and Restrictions ("CC&R's") as required by law. Each Member is also equally responsible for the cost to maintain and upkeep the CC&R's for Tract 1306 accordingly.

A. General Provisions:

1. LAND USE AND BUILDING TYPE:

All lots shall be used for 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, storage shed, green house, shop, garage, RV cover or the like are allowed. Klamath County permit requirements apply to all planned additional buildings. Animal shelter is required for all animals as applicable in Section 8 of this document.

3. UTILITIES CONNECTIONS:

On each of the lots any utility connections should be underground and meet Klamath County Building codes.

4. TEMPORARY STRUCTURES:

No structures of a temporary nature (hut, shack, tent, lean-to, yurt, etc.) shall be used as a residence, either temporarily or permanently. Visitors may stay in a trailer or RV for a temporary period not to exceed three (3) months. A builder or his agents may construct, or move a small construction shed upon the property for the purpose of storing construction materials, tools, or equipment only for the duration of the building period not to exceed 12 months from commencement of the project.

5. PARKING:

Every effort should be made to park or store non-garaged vehicles (extra car, pickup, boat, trailer, RV, camper, ATV, tractor, etc.) next to or behind the residence to conceal them from the neighbors' view. Non-working and/or non-operational vehicles should be stored in a garage and/or concealed from the neighbor's view.

6. FENCES:

Fencing, in good taste and high-quality construction, between properties is allowed but the adjoining property owner(s) should be consulted and approve the design. Cost of said

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fencing is the responsibility of the requesting owner unless the adjoining neighbor(s) have agreed to share in the cost.

7. NUISANCE:

No noxious or offensive activity shall be carried on upon any property nor shall anything be done thereon which may be or may become an annoyance, intrusive or nuisance to the adjoining neighbor(s) and/or neighborhood.

8. PETS AND LIVESTOCK:

The raising of livestock such as horses, ponies, chickens/fowl and keeping of domestic pets such as dogs and cats is allowable if they do not constitute a nuisance such as smell or noise. All domestic animals should be properly fenced and housed with barn, coup, 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 a fashion as to not create a fire hazard or visual pollution.

10. REPLACEMENT:

If a home is partially or totally damaged by fire or other hazard, the home should be repaired within six (6) months or replaced within 12 months respectively. If the owners prefer not to repair or replace the home, the lot is to be cleared and restored to a clean and attractive condition within six (6) months.

11. REFUSE DISPOSAL:

No parcel shall be used or maintained as a dumping ground for rubbish, trash, junk cars, obsolete equipment, or garbage at any time. Every effort shall be made to keep all equipment and the storage of garbage and/or trash (garbage cans, dumpsters, etc.) out of sight of neighbors and kept in a clean condition. Exception shall be made for garbage cans, or a dumpster used during the construction period of a new home or major remodel provided every effort is made to keep it to a minimum and from blowing into the neighbor's yard. 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 properties.

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 follow the local fire department rules and regulations to control and prevent grass and range fires upon the property. In addition, for those lots containing forest range zoning, goats can be kept and utilized for forest management purposes/grazing low foliage for fire safety.

13. COMPLETION OF CONSTRUCTION:

Any new dwellings or buildings shall be completed within twelve months after the beginning of construction. The beginning of construction is considered to be when a foundation is built, and completion is when the home is ready for occupancy.

14. DWELLING QUALITY AND SIZE:

No building other than a single-family dwelling, for private use, may be constructed on any lot. No mobile home, trailer, 5th wheel, or premanufactured home of any kind shall be

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placed on a lot to be used as a permanent residence. New homes built must be a minimum of 1500 sq. feet.

15. LAND PARTITIONING:

No partitioning of lots resulting in 5 acres or less of the individual lots in North Ridge Estates Tract 1306 will be allowed.

16. SIGNAGE:

Advertisements, signs and/or flags can be placed on one's own property but must be professional looking, in good taste, NO profanity and must be acceptable to the neighbors.

B. Remedies and Procedures:

- 1. ENFORCEMENT:** These Covenants, Conditions and Restrictions ("CC&R's") may be enforced by the undersigned or any owners of any lot in the subdivision.

Any party seeking to enforce the CC&R's shall in the first instance, seek formal 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 this dispute.

If the informal negotiations fail to resolve the dispute, the complaining party(ies) may initiate suit or action to enforce any of the foregoing CC&R's, after written demand for the discontinuance of a violation thereof which does not resolve the dispute. The prevailing party(ies) in any such dispute, whether litigation is formally initiated and whether 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 such as attorney's fees in said suit or action.

- 2. TERM:** These Covenants, Conditions and Restrictions (CC&R's) 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 (2/3) of the property owners, in written format, with the signatures witnessed and recorded with the Klamath County Clerk.

NORTH RIDGE ESTATES

Declaration of Covenants, Conditions and Restrictions of Tract 1306 ("CC&R's")

AMENDED AGREEMENT as of: December 31, 2022

North Ridge Estates CC&R's Board Members: Dennis Bailey, Gail Bailey, Kirk Crawford, and Mary Ann Crawford.

IN WITNESS WHEREOF, the parties agree to this Amended Agreement as of the dates shown below.

North Ridge Estates Committee:

By

X *Dennis Bailey*
Name: Dennis Baily

Title: Board Member

X *Gail Bailey*
Name: Gail Baily

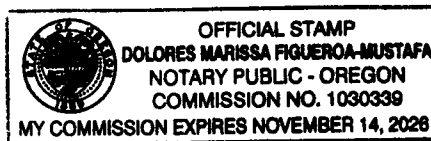
Title: Board Member

X *Kirk*
Name: Kirk Crawford

Title: Board Member

X *Mary Ann E. Crawford*
Name: Mary Ann E. Crawford

Title: Board Member



NORTH RIDGE ESTATES

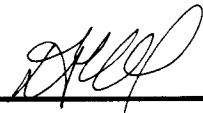
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STATE OF OREGON

SS.

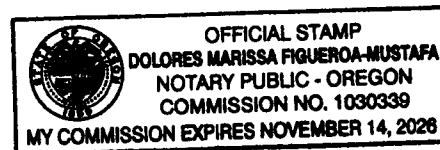
COUNTY OF KLAMATH

On this day of 2023, I Dolores M. Figueroa-Mustafa certify that I know or have satisfactory evidence that Dennis Baily is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

X 
Signature of Notarial Officer

Dolores M. Figueroa-Mustafa
Printed or typed name of Notarial Officer

NOTARY PUBLIC in and for the State of Oregon, residing
at Klamath County
401 Harbor Isle, Klamath Falls, OR 97603
My commission expires: 11-14-26



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STATE OF OREGON

SS.

COUNTY OF KLAMATH

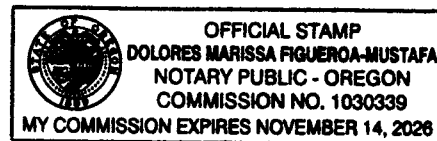
On this day of 2023, I Dolores M. Figueroa-Mustafa certify that I know or have satisfactory evidence that Gail Baily is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

X 
Signature of Notarial Officer

Dolores M. Figueroa-Mustafa
Printed or typed name of Notarial Officer

NOTARY PUBLIC in and for the State of Oregon, residing
at 401 Isle Harbor, Klamath Falls, OR 97603
Harbor Isle

My commission expires: 11-14-26



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STATE OF OREGON

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COUNTY OF KLAMATH

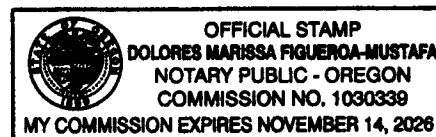
On this day of 2023, I Dolores M. Figueroa-Mustafa certify that I know or have satisfactory evidence that Kirk Crawford is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

X 
Signature of Notarial Officer

Dolores M. Figueroa-Mustafa
Printed or typed name of Notarial Officer

NOTARY PUBLIC in and for the State of Oregon, residing
at 401 Harbor Isle, Klamath Falls, OR 97603

My commission expires: 11-14-24



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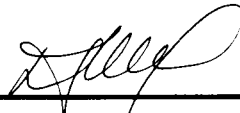
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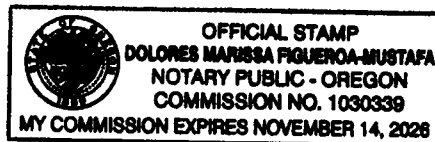
COUNTY OF KLAMATH

On this day of 2023, I Dolores M. Figueroa-Mustafa certify that I know or have satisfactory evidence that Mary Ann E. Crawford is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

X 
Signature of Notarial Officer
Dolores M. Figueroa-Mustafa
Printed or typed name of Notarial Officer

NOTARY PUBLIC in and for the State of Oregon, residing
at 4401 Harbor Isle, Klamath Falls, OR 97603

My commission expires: 11-14-26



Document Description

This certificate is attached to page 8 of a North Ridge Estates CC&R's Amended Agreement [Title or Type of Document], dated April 13, 2023, consisting of 8 pages.