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JOSEPHINE COUNTY OFFICIAL RECORDS
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CERTIFICATE PAGE

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR KENDALLBROOK MEADOWS**

We, Melburn L. Atkins and Gayle L. Atkins, Trustees of the Melburn L. Atkins Pension Plan; and Melburn L. Atkins and Gayle L. Atkins, husband and wife, being the owners of the following described real property, to wit:

Kendallbrook Meadows, Josephine County, Oregon

as recorded in the Official Records of Josephine County, Oregon, hereby sets forth the following covenants, conditions and restrictions which are to run with the land and shall be binding upon all persons acquiring lots in Kendallbrook Meadows, and their successors and assigns.

I. BUILDING REQUIREMENTS:

- (1) The above-described real premises may be used only for rural residential purposes for the erection, maintenance, and use of single-family dwellings.
- (2) No structure shall be erected in which the main dwelling portion is less than 3000 square feet of heated living area, together with at least a triple car garage or double car garage plus a shop of at least 240 square feet; except Lot 1 which is not less than 1850 square feet of heated living area, together with at least a double-car garage.
- (3) All conforming structures, main dwelling or outbuildings, are to be completed with exteriors fully painted or appropriately finished within one year after any construction work has commenced. No temporary shacks or make-shift structures or used buildings intended for residences may be moved onto a lot (i.e., new construction only).
- (4) No mobile homes, modular homes, manufactured homes, trailers, R.V.s, or structures of a temporary character may be used as residences, excepted as noted in I. (7).
- (5) All homes and buildings shall be completed within one year from the issuance of a building permit. No dwelling shall be occupied for any purpose prior to 100% completion.
- (6) The plans, specifications, plot plan, and general contractor for each residential dwelling, garage and outbuildings, or alterations to be constructed or made upon

- (7) each lot in said subdivision, shall be approved by the Architectural Control Committee before construction is commenced. The general contractor must show a level of competence and experience to the Architectural Committee to ensure a quality project. Approval of such plans, specifications, and of such contractor shall be obtained by application of the owner to the Architectural Committee, so as to conform to and be in harmony with external designs of existing and prospective structures. The initial Architectural Control Committee shall be comprised of Melburn Atkins and Gayle Atkins, or their successors and assigns. Plans shall be submitted to Melburn and Gayle Atkins, 980 S. W. 6th Street, Suite 14, Grants Pass, Oregon, 97526, or at any location hereafter designated by the Architectural Control Committee. Of primary importance to the Architectural Committee is the protection of the value of the other parcels in the subdivision. Said Architectural Committee shall, within 21 days from each application for approval, either approve or disapprove such plans or specifications in whole or in part; failure by the Committee to act within said 21 days shall be deemed an approval of the application as made. In approving or rejecting plans, plot plan, and general contractor, the Committee shall apply and interpret the provisions of this declaration.
- (8) A motor home or guest house structure that is completed prior to the main dwelling may then be occupied with permission of the Architectural Control Committee for a period of no greater than one (1) year. However, prior to said occupancy the main dwelling's plans, specifications, plot plan, and general contractor must be approved by the Architectural Control Committee and the main dwelling must be completed within one (1) year from date of said occupancy.
- (9) If a lot owner causes damage to Kendallbrook Way prior to July 1, 2004, then that owner shall be responsible to repair that damage at no cost to the developers.

II. LAND USE:

- (1) **PARKING AND STORAGE LIMITATIONS:** No R.V.s boats, trailers, business vehicles, machinery or equipment, etc. are to be allowed to accumulate, except as may be usual and customary on a rural residential lot, unless they are screened from view from the roadways, including ingress-egress easement driveways, and neighboring lots. No debris, scrap metal, junk, inoperative machinery or appliances, no parts thereof, will be kept on the property, unless stored inside an enclosed structure.
- (2) No noxious or offensive activity shall be carried on upon the lot, nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood, such as activities causing excessive noise, smoke, dust or debris.

This is to include running of generators and allowing dogs to bark on a regular basis.

- (3) No noxious or offensive trade activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (4) **SIGNS:** No advertising signs shall be allowed or other indications of commercial or business activity by individual lot owners, even if such activity is allowed within the zoning regulations. One professional sign of not more than six square feet offering the parcel for sale or rent, or signs used by the developer or contractor to advertise the property during construction and the sale of a parcel shall be allowed, but only on a temporary basis.
- (5) The use of motorcycles and other recreational vehicles is limited to ingress and egress from and within the lots, and shall not be used within the lots for recreational purposes.
- (6) **LIVESTOCK, POULTRY AND PETS:** No animals or pets, including birds and/or reptiles shall be allowed that may, by number of animals, nature of odor, noise, or other characteristics, be clearly offensive to neighbors, and not to be considered the usual and customary on rural residential lots.
- (7) **FIRE PROTECTION:** In order to mitigate fire hazard and risk to residents in and out of Kendallbrook Meadows the following shall apply:
 - (a) At the minimum, all roofs are to be of "Class A" quality.
 - (b) The primary Safety Zone shall be delineated by a 100-foot fire break around structures, and maintained free of weeds and debris. Use of landscape plants, within the Primary Safety Zone, shall be of a low fuel and low growing variety. Trees should be pruned to remove dead and low (less than 8 feet) branches, and remove any limbs that are touching any structure.
 - (c) Driveways are to be designed to allow for fire truck access.

In addition, prior to the issuance of a Development Permit, all lots are required to have a plan submitted and approved by the Josephine County Planning Department that meets the fire siting standards for dwellings, structures and driveways as set forth in Oregon Administrative Rules for development on forest lands (OAR 660-06-035 and 040), and Article 76 of the Josephine County Rural Land Development Code.

(8) **EROSION CONTROL:** For the benefit of Josephine County and requirement of Article 83 of the Josephine County Development Code, an erosion control plan is to be submitted and approved by the Josephine County Planning Department prior to any soil disturbance, site development, grading and the issuance of a Development Permit.

(9) The intent of this paragraph is to preserve that part of the extraordinary beauty of the subdivision due to the size of the evergreen trees.

The evergreen trees larger than or equal to 8 inches in diameter may be cut down for only the following reasons:

- (a) The trees become diseased and dying.
- (b) To create a building pad area and/or access road.
- (c) To create a fire break around a structure.
- (d) As needed to preserve the health of the forest.
- (e) As needed to maintain the possibility of a property tax deferment status.
- (f) The Architectural Control Committee grants permission.

III. **TERMS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. This instrument can be changed by an instrument signed by a 5/7 majority of the then owners of the lots being recorded, agreeing to change said covenants in whole or in part.

IV. **ENFORCEMENT:** The foregoing Conditions and Restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors, or assigns; and a failure, either by the owners above named or their legal representatives, heirs, successors, or assign, to enforce any of such conditions or restrictions shall in no way be deemed a waiver of the right to do so thereafter.

Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after a written demand for the discontinuance of a violation thereof and any failure to do so, then whether said suit be reduced to a decree or not, the owner seeking to enforce or to restrain any such violation 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 judge reasonable as an attorney fee in such suit or action and as may be awarded by any appellate court on appeal.

V. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Melburn L. Atkins
Melburn L. Atkins

Gayle L. Atkins
Gayle L. Atkins

Melburn L. Atkins, Trustee
Melburn L. Atkins, Trustee

Gayle L. Atkins, Trustee
Gayle L. Atkins, Trustee

STATE OF OREGON)
) ss.
COUNTY OF JOSEPHINE)

The foregoing instrument was acknowledged before me on Sept 12, 2002
by Melburn L. Atkins and Gayle L. Atkins, *trustees and as individuals*



Carol Holland
Notary Public for Oregon
My Commission Expires _____