

DECLARATION OF RESTRICTIONS

CHRISTMAS VALLEY UNIT  
#9

THIS DECLARATION, made this 27<sup>th</sup> day of July 1962, by M. PENN PHILLIPS COMPANY, a Nevada Corporation, having its principal place of business in the City of Azusa, Los Angeles County, California, hereinafter referred to as the Declarant,

WHEREAS, the Declarant is the owner of that certain Subdivision: CHRISTMAS VALLEY UNIT #9, Section 10, Township 27 South, Range 17 East of the Willamette Meridian, Lake County, Oregon as per plat thereof recorded in Book 2, Pages 42, records of said County, and

WHEREAS, the Declarant is about to sell, dispose of or convey the lots in said CHRISTMAS VALLEY UNIT #9 above described, and desires to subject the same to certain protective covenants, conditions, restrictions (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the lots in said Subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish general plan for the protection, maintenance, development and improvement of said Subdivision, that

THIS DECLARATION is designed for the mutual benefit of the lots in said Subdivision and Declarant has fixed and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Subdivisions shall be held, leased, or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said Subdivision and of each owner thereof, and shall run with the land and shall inure to and pass said Subdivision and each and every parcel of land therein, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said Subdivision as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

A. That all lots in Block 1, 2, 3, 21, Unit 9 shall be designated as R-1 and shall be improved, used and occupied under conditions hereinafter set forth under R-1 Regulations.

That all lots in Block 9, 10, 11, 12, 13, 14, 15, 16, 20, Unit 9, shall be designated as Trailer Lots, and shall be improved, used, occupied under conditions hereinafter set forth under Trailer Lots.

That all lots in Block 4, 5, 6, Unit 9, shall be designated as R-3 and shall be improved, used, and occupied under conditions hereinafter set forth under R-3 Regulations.

That all lots in Block 7, 8, 18, Unit 9, shall be designated as C-1 and shall be improved, used and occupied under conditions hereinafter set forth under C-1 Regulations.

That all lots in Block 17, Unit 9, shall be designated as C-2 and shall be improved, used, and occupied under conditions hereinafter set forth under C-2 Regulations.

That lots in Block 19, Unit 9, shall be designated as M-1, but restricted to trailer court use and any use permitted in Zone C-2 and shall be improved, used, and occupied under conditions hereinafter set forth under limited M-1 Regulations.

Book 136

Page 131

131

7-27-62

- B. No building or other structure shall be erected, altered, added to, placed, or permitted to remain on said lots or any of them or any parts of any such lot until and unless the plans showing floor areas, external design and the ground location of the intended structure along with a plot plan have been first delivered to and approved in writing by any two members of a Committee of Architecture which shall be initially composed of three (3) members designated and selected by the M. Penn Phillips Company. They shall serve for a term no less than two (2) years from recording of this document, at which time the members of this Committee may be replaced by new members to be elected by the Christmas Valley Mutual Water Improvement Company at their next regular meeting. Such members shall be elected for a period of two (2) years and must be residents of Christmas Valley during their terms of office. It shall be the purpose of this committee to provide for the maintenance of a high standard of architecture and construction in such a manner as to enhance the aesthetic properties of the developed subdivision. Notwithstanding other requirements imposed, this committee shall not require more than a minimum 600 square feet of habitable floor area for any single family residence, and 400 square feet for any multiple residential zone.
- C. All buildings shall have a septic tank and leeching pit or pits, as may be required in accordance with the Oregon State Board of Health and regulations accompanying same.
- D. SUBDIVISION OF LOTS:

No lot or parcel of land shall be divided into lots that are less than 11,000 square feet in area and have a minimum frontage of 75', excepting those lots designated as trailer lots.

#### RESIDENTIAL ZONES, SPECIAL USE

- A. As used in this declaration, "Residential Zones" means zones R-1 and R-3.
- B. A person shall not use any premises in any residential zone, which is designed, arranged or intended to be occupied or used for any purpose other than expressly permitted in this declaration.
- C. In any building project, during construction and sixty (60) days thereafter, property in a residential zone may be used for the storage of materials used in the construction of the individual buildings in project and for the contractor's temporary office.

#### STORAGE OF MATERIALS

#### LIVESTOCK

- D. A maximum of 25 chickens or rabbits will be allowed on minimum R-1 or R-3 lots. Private stables can be maintained on lots with an area of more than 20,000 square feet, one horse per 10,000 square feet up to a total of six horses. No livestock or poultry may be kept without enclosing or tethering, thereby restraining such animals from being any closer than 50 feet from any street property line, forty (40) feet from any dwelling on property and one-hundred (100) feet from any other dwelling, park or school.

#### SIGNS

- E. No person shall cause to be erected a sign, advertisement, billboard or advertising structures of any kind on any of the unimproved residential lots, except that a temporary permit, limited to a ninety-day (90) period for signs for houses to be exhibited be first obtained from the Architectural Committee. The Architectural Committee may approve the location of these signs within the front setback of the lot.

TEMPORARY  
BUILDINGS

- F. No temporary buildings, basement, cellar, tent, shack garage, barn or other outbuildings or structure shall at any time, be used for human habitation, temporarily or permanently.

TRAILER  
USE

- G. A trailer may be used as a residence of the owner and his family on R-1, R-3, C-1, or C-2 zones during construction by such owner of a permanent residence, but only after approval has been gained from the Architectural Committee for such residence, but in no event shall said trailer be used longer than ninety (90) days.

BUILDING  
EXTERIOR

- H. The exterior portions of all buildings, which are constructed of wood, stucco or cement shall be painted or stained immediately upon completion or shall have color mixed in the final structural application.

## PLUMBING

- I. Residences shall have complete and approved plumbing installations including approved sewage disposal systems before occupancy.

TEMPORARY  
OFFICES

- J. A temporary real estate tract office, for the purpose of conducting the sale of property in the Subdivision, upon which such office is located, for a period not to exceed one (1) year, provided such tract office is not used for conducting a general real estate business, and shall have complete and approved plumbing installation including approved sewage disposal system before occupancy. Any structure, used for such purpose, shall, at the end of such one year period, be either removed or used for a purpose permitted in the zone in which it is located.

STORAGE OF  
TOOLS AND TRASH

- K. The storage of tools, landscaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes, or bags, trash, materials or other miscellaneous items that shall in appearance detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the public right of way. Trash for collection may be placed at the street line on regular collection days for a period not to exceed eighteen (18) hours, prior to pick up.

## A. PROPERTY IN ZONE R-1 MAY BE USED FOR:

1. A single family residence, together with outbuilding customary to such use, located on the same lot or parcel of land, including:
  - a. A private garage with a capacity not to exceed three (3) automobiles.
  - b. A children's playhouse.
  - c. Lath or greenhouses.
  - d. Tool houses.
  - e. Hobby shops not used commercially.

2. Churches, temples, or other places used exclusively for religious worship shall be permitted within this zone upon approval of location and development plan by the Committee of Architecture.
3. The following auxiliary uses, if they do not alter the character of the premises as single family residences:
  - a. One detached guest house on the same premises and not less than twenty (20) feet from the main building for the use of temporary guests of the occupants of the premises, if such quarters have no kitchen or kitchen facilities.
  - b. Fences, walls, or hedges may be erected and maintained to a height of 72" above the adjacent grade, when used as a property line or boundary separation, except that no fence wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 42" above the adjacent grade.

#### B. BUILDING SETBACKS:

1. Front yard setbacks shall conform to a minimum depth of fifty (50) feet from the front property line to the furthest structural projection, including eaves, overhangs, porches of any building or structure.
2. A detached garage or other auxiliary building or structure not intended or used for human habitation shall be located to provide a minimum 12" clearance from side property line to eaves of other projections and be located a minimum of 100 feet from the front property line.
3. No buildings shall be erected within 12 feet of the rear property line.

#### C. REQUIRED LAND AREA:

1. A person shall not erect, construct, occupy or use more than one (1) single family residence on any parcel of land or lot that does not contain the minimum lot area or street frontage.

#### TRAILER LOTS - SPECIAL USE ZONE

- A. Property in Trailer Lots zone shall be limited to a single family trailer or mobile home, together with cabanas, storage structures, carports, porches or patios, located on the same lot or parcel of land.
  1. The following improvements shall be allowed:
    - a. Fences, walls, or hedges may be erected and maintained to a height of 60" above adjacent grade when used as a property line or boundary separation, except no fence, wall or hedge may be used for this purpose in the front setback area of a lot in excess of 42" above the adjacent grade.
  2. Parking:
    - a. Area must be provided for the parking of one standard size automobile upon the premises of each lot.

**B. SETBACK:**

1. Front yard setbacks shall conform to a minimum depth of twenty (20) feet from the front property line to the furthest structural projection including eaves and overhangs.
2. A side yard shall be maintained of at least eight (8) feet in depth from all side and rear property lines.

**ZONE R-3 REGULATIONS****A. The property in Zone R-3 shall be limited to:**

- a. Any use permitted in Zone R-1.
- b. Multiple dwellings of a permanent nature on each lot.
- c. Hotels and Motels in which incidental business may be conducted for the convenience of the residents of the buildings.
- d. Apartment buildings.

The following uses shall be classified under this zoning and shall be permitted if use, locations, and development plan is first approved by the Committee of Architecture.

- a. Colleges and Universities.
- b. Private schools.

**B. BUILDING SETBACKS:**

1. Front yard setbacks shall conform to a minimum depth of fifty (50) feet from the front property line, excluding structural projections, eaves, overhangs, and porches of any building or structure.
2. Side yard and rear yard setbacks shall conform to those required in Zone R-1 except the maximum setback from a side street shall be thirty (30) feet.

**C. VEHICLE STORAGE:**

Every dwelling, apartment house, or structure in Zone R-3 designed for or intended to be used as a dwelling or apartment house, shall have on the same lot or parcel of land, automobile storage space conveniently accessible from the street, and not located at any place where the erection of structures is prohibited, of sufficient capacity to accommodate one (1) automobile for each family for the permanent housing of which such dwelling, apartment house, or other structure is designed.

**D. REQUIRED BUILDING AREA:**

Notwithstanding other requirements imposed by these restrictions under GENERAL the Architectural Committee shall in all apartment buildings designed or intended to house three (3) or more families, require not less than four hundred (400) square feet of living area for each one bedroom unit, or not less than six hundred (600) square feet of living area for each two bedroom unit. In all buildings or establishments designed for, intended for, or used as Hotels or Motels, the Committee of Architecture shall require that each unit, room, suite, or apartment capable of, designed, or intended to be rented, leased, or let as an individual accommodation shall contain at least two hundred fifty (250) square feet of living area including bathrooms and/or kitchens where included in the individual accommodation as outlined above.

134

ZONE C-1 REGULATIONS

The conditions for which the uses described and permitted in lots designated as C-1 lots are as follows:

1. That all goods, other than nursery stock, offered for sale be displayed within a building enclosed by a roof and all sides by walls.
2. That no commercial structures shall exceed a height of two stories, including the basement but excluding the cellar and advertising signs, which are part of the structure.
3. No enterprise is permitted, which produces or causes any dust, gas, smoke, noise, fumes, odors, or vibrations which are or may be detrimental to other property in the neighborhood or to the welfare of the occupants thereof.

PROPERTY IN ZONE C-1 SHALL BE LIMITED TO:

1. Any use permitted in Zone R-3.
2. Retail stores, shops or business, together with neighborhood shopping centers, including but not limited to groceries, drug stores, dry goods, hardware, business and professional offices, banks, beauty and barber shops, restaurant, community center, library, post office, parking lot. All building setbacks areas may be used for off street parking.

PROPERTY IN ZONE C-2 SHALL BE LIMITED TO:

1. Any use permitted in C-1.
2. Retail and wholesale commercial establishments including, but not limited to automobile sales, furniture, feed store, plumbing, cleaning and pressing, laundry, newspaper plant, printing, public garage, theater and motels. All building setbacks areas may be used for off street parking.

PROPERTY IN ZONE M-1 SHALL BE LIMITED TO:

1. Any use permitted in C-2.
2. Transient trailer court or mobile home park.

These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1971, unless by vote of the owners of a majority of the lots in said subdivision, it is agreed to change said conditions in whole or in part.

PROVIDED, FURTHER, that if any paragraph, section, sentence, clause or phrase of the restrictions, conditions and covenants herein contained shall be or become illegal, null, or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained shall not be affected thereby. It is hereby declared that these restrictions, conditions, and covenants herein contained would have been and are imposed and each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases are or shall be illegal, null, or void.

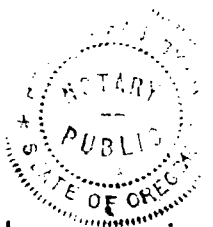
PROVIDED, FURTHER, that if any owner of any lot in said property or his heirs, tenants, or assigns, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants, and/or restrictions either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED, FURTHER, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust in good faith, and for value, as to said property or any part thereof; but such conditions, covenants, and/or restrictions shall be binding upon and effective against any owner of any lot or lots in said property whose title is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, M. PENN PHILLIPS COMPANY has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized the day and year first above written.

By Carlo P. Livingston

By Paul P. Phillips



Helen Jean Byam  
My Commission Expires June 12, 1966

State of Oregon }  
County of Lake }

I hereby certify that the within instrument was received and filed for record on the 27th day of July, 1962 at 1:15 o'clock P.M. and recorded on Page 111 in Book 186 Recorder of Deeds of said County

James Gray  
County Clerk  
By Madge E. Langford Deputy