DECLARATION OF CONDITIONS AND RESTRICTIONS
OF
CREEKSIDE SUBDIVISION
Legal description here
LAKEVIEW, OREGON

The undersigned being the record owner of all the property designated as Creekside Subdivision, located in Lake County, Oregon does hereby swear the following declaration of conditions and restrictions, specifying that the declaration of conditions and restrictions shall constitute covenants to run with all the land, and shall be binding on all persons claiming under them and that these conditions and restrictions shall be for the benefit of a limitation upon all future owners of said real property.

GENERAL PROVISIONS

1. All lots to be used as single family residential.
2. No structures of temporary character including but not limited to tents, shacks, garages, sheds, manufactured homes, recreational vehicles, or other out buildings shall be used on any lot as a residence.
3. All garbage and other waste materials shall be kept in a sanitary container at all times. All equipment for the storage of such material shall be kept in a clean and sanitary area. No parcel shall be used for the storage of any property or thing that will cause such a lot to appear in an unclean or untidy condition or which will be unattractive to the eye, nor shall any substance, thing, or material be kept upon any lot that will on sight disturb the peace, comfort or serenity of occupants of the surrounding property.
4. Animals – comply with all Town of Lakeview laws.
5. No recreational vehicle parking will be allowed on the streets of the subdivision, except on a temporary basis.
6. No semi-trucks will be parked on the property, or the streets of the subdivision.
7. All house construction to be completed within 6 months from the start of construction of the individual house.
8. All outbuildings to have same roofing and siding as the residence. All residences and outbuildings to have non-reflective, non-metal type roofing.
9. All residences to have a minimum of a double car garage.
10. Each parcel to have driveways and sidewalks. Rocks, cinders, or any other loose material are not allowed.
11. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. All lots shall be covered with grass, rock beds, shrubs, or trees and no portion of any lot shall be left barren for more than 180 days after completion of the residence construction. Each parcel and its improvements shall be maintained in a clean and
attractive condition.

13. Any vacant lot shall be kept in a neat and orderly condition. This includes keeping lots free of weeds, brush and debris. This is to prevent the creation of a nuisance or a fire hazard. No substantial changes in lot elevation shall be allowed.

14. No fence shall exceed six feet in height. No fence, wall, hedges, or shrub plantings shall be allowed to exceed three feet on the front lot line or within twenty feet of the front lot line.

15. No more than one sign shall be permitted for each lot. The text shall be limited to owners name and address and shall be no larger than to allow for four inch letters or numbers, except each lot shall be allowed one “FOR SALE” sign placed at the property line. The size of sign is limited to not more than 9 square feet.

16. A building plan must be submitted to the Architectural Committee for approval prior to construction on any lot. Some suggestions for site plan approval are as follows:
   a. Curb Appeal
   b. Roof Pitch
   c. Size of Dwelling
   d. Exterior Elevations
   e. Types of entrances
   f. Size of deck or porch
   g. Garage Type

17. The floor area of constructed residences shall not be less than 1200 square feet, exclusive of porches, decks, and garages. The floor area and building height shall be reviewed by the Architectural Committee prior to construction.

18. All Structures to have wood, wood-like, or masonry siding. Home street fronts are to be finished in a craftsman style with front lap siding, or board and batten siding, shakes, or simulated shake-style siding is acceptable. T-111 siding is only acceptable on the sides and back of the homes.

REMEDIIES AND PROCEDURES

1. Enforcement: These declarations and covenants may be enforced by the undersigned or any owner of any lot in the subdivision. Should suit or action be instituted to enforce any of the foregoing covenants or restrictions, after written demand for the discontinuance of a violation thereof and any failure to do so. Whether said suit be reduced to 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 cost and disbursement allowed by law, such sum 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 upon all parties and all persons claiming there under, however, they may be amended in a majority vote of the property owners.

3. The Board: The Architectural Committee shall be the members of Five Development, LLC.

4. Liabilities and Compensation: The property owners shall not receive compensation for their services. The property owners will not be individually liable for the acts done within the scope of their authority and in the event a claim is made by a second or third party on actions or activities of the property owners done within the scope of their authority, all property owners share in that responsibility.

5. Neither the Town of Lakeview nor its Planning Department will play any role in the

Creekside Covenants, 2 of 3
enforcement of the above conditions and restrictions on behalf of any property owner
or any homeowner association unless such violation constitutes a violation of the
Town’s Development Code.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first
above written.

FIVE DEVELOPMENT, LLC

By: ________________________________  James F. Servoss, Member

STATE OF OREGON  )
ss.  County of Jackson  )

On this _____ day of _____________, 2007, personally appeared the above named
Five Development, LLC, by and through James F. Servoss, its Member, and acknowledged the
foregoing instrument to be its voluntary act and deed.

Before me:

______________________________  Notary Public for Oregon

Creekside Covenants, 3 of 3
DECLARATION OF CONDITIONS AND RESTRICTIONS
OF
CREEKSIDE SUBDIVISION
LAKEVIEW, OREGON

Beginning at a 5/8" iron pin with 'AES' cap 2034, said point being the Northeast corner of the parcel described in Deed Volume 265 Page 255, said point also bears S26°24'34"W-1029.47 feet from the Northeast corner of Section 18; thence South 00°07'07" West along the East line of the parcel described in Deed Volume 265 Page 255 a distance of 461.39 feet to a point marked by a 5/8" iron pin with an 'AES' cap; thence West a distance of 880.28 feet to a point marked by a 5/8" iron pin with an 'AES' cap; thence North 00°30'36" East along the West line of the parcel described in Deed Volume 265 Page 255 distance of 462.57 feet to a point marked by a 5/8" iron pin with an 'AES' cap; thence South 89°55'26" East a distance of 877.09 feet to the initial point and point of beginning.

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Creekside Covenants, 1 of 3
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5. Neither the Town of Lakeview nor its Planning Department will play any role in the enforcement of the above conditions and restrictions on behalf of any property owner or any homeowner association unless such violation constitutes a violation of the Town's Development Code.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

FIVE DEVELOPMENT, LCC

By: [Signature]
James F. Servoss, Member

STATE OF OREGON  
County of Jackson

On this 22th day of January, 2007, personally appeared the above named Five Development, LLC, by and through James F. Servoss, its Member, and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon