



KNOW ALL PEOPLE BY THESE PRESENTS THAT ERIK HELLENTHAL IS THE OWNER OF THE LAND REPRESENTED HEREON AND MORE PARTICULARLY DESCRIBED HEREIN AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE "CAPITOLA COURT" AND THAT 12 FOOT WIDE STRIP ADJACENT TO ROBERTS CREEK ROAD TO THE PUBLIC USE FOREVER."

ERIK HELLENTHAL

ACKNOWLEDGEMENT:

STATE OF OREGON
COUNTY OF DOUGLAS

KNOW ALL PEOPLE BY THESE PRESENTS ON THIS 15 DAY OF November, 1994, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED ERIK HELLENTHAL WHO DID SAY THAT HE IS THE IDENTICAL PERSON NAMED IN THE FOREGOING INSTRUMENT AND THAT HE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

APPROVALS:

DOUGLAS COUNTY COMMISSIONER

DOUGLAS COUNTY COMMISSIONER

Haris J. Reddekopp 9-13-95
DOUGLAS COUNTY ASSESSOR

Janet R Sundeen 7/26/95
DOUGLAS COUNTY SURVEYOR

Keith L. Cubic
DOUGLAS COUNTY PLANNING DIRECTOR

I HEREBY CERTIFY THAT ALL TAXES AND SPECIAL ASSESSMENTS
OR OTHER CHARGES REQUIRED BY LAW HAVE BEEN PAID.

Vicky A Winder DPTY
DOUGLAS COUNTY TAX COLLECTOR

FILED THIS 24 DAY OF September, 1995. 5:28 O'CLOCK PM
DAVE FIELDS, County Clerk
 DOUGLAS COUNTY CLERK - by Carol Engh, Deputy

SURVEYORS CERTIFICATE:

I DONALD A. BENTZ, BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND SHOWN ON THE ANNEXED PLAT OF WHICH THE FOLLOWING IS A TRUE AND CORRECT DESCRIPTION:

PARCEL 3 OF THAT PROPERTY DESCRIBED IN INST. NO. 90-06821 (LP 1990-0020), DEED RECORDS OF DOUGLAS COUNTY, OREGON, CONTAINING 3.23 ACRES OF LAND, MORE OR LESS.

I ALSO CERTIFY THAT THE POST-MONUMENTATION OF MONUMENTS IN THIS SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF THE IMPROVEMENTS OR ONE YEAR FOLLOWING THE ORIGINAL PLAT RECORDATION, WHICHEVER OCCURS FIRST, IN ACCORDANCE WITH ORS 92.060.

DONALD A. BENTZ LS #839

NARRATIVE:

SURVEY TO CREATE SUBDIVISION OF SUBJECT PROPERTY. THE PERIMETER OF SUBJECT PROPERTY WAS ESTABLISHED PER EXISTING MONUMENTS PER LAND PARTITION RECORDED AS LP 1990-0020 (INST. NO. 90-0682)

FIELD CREW: DAVE WILLIAMS & RICH SCHAFF
OFFICE: ROMNEY WARE

EQUIPMENT: LEITZ SET-4 TOTAL STATION
DRAFTING: BETH MORGAN

REGISTERED
OREGON
LAND SURVEYOR

JULY 12, 1968
DONALD A. BENTZ
839

EXPIRES 12-31-9

MADISON HOMESITES

IN: SW1/4 SEC 11, T28S, R6W, W.M.,
DOUGLAS COUNTY, OREGON

SURVEYED FOR:

ERIK HELLENTHAL
10190 N. UMPQUA HIGHWAY
ROSEBURG, OREGON 97470

SURVEYED BY:

i.e.
ENGINEERING

548 S.E. Jackson Street
Roseburg, Oregon 97470
PHONE (503) 673-0166
FAX (503) 440-9392

SCALE 1"=50'

DATE: AUGUST 1994

730-01

PAGE: 1 OF 1

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MADISON HOMESITES**

The undersigned Owner of the real property known as Madison Homesites in Douglas County, Oregon, Lots 1 through 18, hereby makes the following Declaration of Covenants, Conditions, and Restrictions, hereinafter called "Covenants", covering all of said property. The benefits and burdens of this Declaration are to run with the land and shall be binding upon and inure to the benefit of Owner, their heirs, successors, and assigns and all future owners of the real property described as Madison Homesites, Lot 1 through 18, located in the SW 1/4 of Section 11, Twp. 28S, Rng. 6W, W.M., Douglas County, Oregon.

**ARTICLE 1
Definitions**

1. Owner means the undersigned and their heirs and assigns.
2. Lot means any numbered plot of land shown on the recorded plat of Madison Homesites.
3. Home means a structure serving as a dwelling or home for a person and their family. Home includes both a "House" and a "Manufactured Home" as hereinafter defined.
4. House means a wood or masonry structure constructed using traditional on-site framing and construction techniques and intended to be used as a Home.
5. Manufactured Home means a structure constructed off site, designed for movement on the public highway on its own wheels and axles to be placed on real property permanently or semi-permanently, and intended to be used as a Home.

**ARTICLE 2
Architectural and Design Control**

6. All Homes must contain not less than 1,000 square feet of interior floor space, exclusive of porches, garages and carports. Manufactured Homes shall not be older than 1989 model year and must be multi-sectional. All Homes shall have a garage or carport of sufficient size to accommodate at least one standard size automobile.
7. All Homes and all other structures or buildings shall have foundations of sufficient strength to support the required live-load and actual dead-load imposed by the Home, structures or buildings based upon accepted engineering design standards. Foundations, tie-downs, and other supports shall be provided to withstand wind forces on the buildings and Manufactured Homes, based on accepted engineering design standards for the area.

8. Placement of every Home, structure, or building shall strictly conform with all zoning regulations, setback distances, property development standards, and other requirements of Douglas County.
9. All driveways and parking areas on the lots shall be of concrete and shall be constructed in accordance with accepted engineering design standards and in accordance with all applicable local codes or other requirements of Douglas County.
10. Site-obscuring plantings or fences shall not exceed 30 inches in height along the street frontage. The maximum height of fences or site-obscuring plantings along the interior property lines shall not exceed six feet in height. Fences shall be well-constructed and properly maintained, shall be made of wood or "chain link", and shall not detract from the appearance of the Home located upon the lot, or detract from the appearance of the Home located on adjacent lots nor be offensive to the owners or the occupants thereof.
11. All wooden structures and surfaces, including wooden fences, shall be painted or stained and maintained in a good state of repair. No exposed, bare wood surfaces shall be permitted, except cedar or redwood decks and fences. All utility systems, inside and outside of the Home and accessory structures, shall comply with all applicable federal, state, and local codes or other requirements of Douglas County.
12. All utility supply lines and devices and sewer drain and water lines shall be entirely underground. Electricity transformers placed by the electrical utility shall be the only exceptions.
13. Construction of required garage or carport shall be commenced within sixty days after occupancy of the Home and completed within six months and shall conform to the architectural design of the Home and shall match the exterior finish of the Home to which it is appurtenant.
14. All structures, including garages and carports, shall have roofs with not less than a 3:12 pitch. No flat roof or reflective roof coating or materials shall be allowed. This restriction shall not apply to accessory structures containing less than 120 square feet.
15. All Homes must have an exterior that is either painted or stained or is considered a house-type siding, such as lap-siding. Except on accessory structures containing less than 120 square feet, no aluminum or metal sheet siding shall be permitted.
16. All Homes with air-conditioning or heat-pump equipment shall have such equipment installed at rear ground level rather than on roof tops.
17. No outside TV or other antennae, including a satellite receiving dish with a diameter greater than 20 inches, shall be installed.

18. All lots must be landscaped and the owners thereof must maintain their lot and Home in a clean, attractive, and well-kept fashion. Required landscaping work shall be accomplished within 90 days following completing of construction or installation of the Home.
19. All Manufactured Homes shall be set in the ground with the floor level not to exceed eighteen (18) inches above the finished grade at the front entrance to the Home. A continuous concrete block perimeter wall flush with the exterior sidewall of the Manufactured Home shall be provided underneath the Manufactured Home to prevent erosion, standing water and the invasion of rodents, insects, and other pests. The block perimeter wall need not be constructed for purposes of supporting the Manufactured Home provided proper foundations are otherwise installed; however the block perimeter wall shall be attached to a poured concrete footing and the individual blocks shall be properly attached to one another to form a unified structure. All hitches, wheels and axles on the Manufactured Home shall be of a removable type and shall be removed upon installation of the Manufactured Home on a lot in Madison Homesites.

ARTICLE 3 Property Use Restrictions

20. All lots in Madison Homesites shall be used exclusively for single-family residential purposes and shall not be used for the purposes of conducting a business, trade, or profession.
21. Except for minor property line adjustments between adjoining lots when approved in accordance with state law or local ordinance, no lot in Madison Homesites shall be partitioned or re-subdivided.
22. No Home or other building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling, one attached or detached garage or carport, and accessory structures or buildings incidental and appropriate to the residential use of the lot.
23. No sign of any kind shall be displayed to public view on any lot, except one sign of not more than one square foot giving the address of the lot, the name of the occupants, one temporary sign of not more than six square feet advertising the property for sale (must be 10 feet inside property line), or signs used to advertise the property during the initial construction and sales period.
24. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot for commercial purposes. A maximum of two dogs and/or two cats is allowed. The owner of any dog or cat must keep the dog or cat on a leash or keep it confined in the rear portion of the lot or in the Home, and no cat or dog shall be allowed to run free within Madison Homesites. No pet or pets will be allowed that create a nuisance for others living in Madison Homesites. No more than two dogs may be in a residence on any lot at any time. Dogs shall not be allowed to annoy neighbors by excessive barking.

25. No part of Madison Homesites may be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No garbage, trash, or other waste may be kept or maintained on any lot except in a sanitary container located within a building or within a trash enclosure hidden from public view. All such waste and garbage must be promptly and periodically removed.
26. No obnoxious, offensive, or unlawful activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
27. Each lot shall be maintained free of weeds and debris.
28. No lot shall be paved with gravel, concrete or asphalt, except for a typical and reasonable driveway, RV parking area, porch and patio purposes, and walkways.
29. No structure of a temporary character, a trailer, a motor home, a basement, a tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
30. No industrial or commercial vehicles or large trucks, tractors, or similar vehicles shall be parked or garaged within Madison Homesites.
31. No immobile junk or unserviceable vehicle or parts thereof shall be permitted within Madison Homesites.
32. No inoperative, unregistered vehicles or vehicles requiring extensive repairs shall be permitted on any lot within Madison Homesites for any period in excess of ten days unless such vehicles are kept within a fully enclosed garage.
33. No boat, motor home, travel trailer, or camper not mounted on a vehicle, may be parked or stored on a public street in Madison Homesites, or on any portion of a lot between the front of the Home and the street, for more than 72 hours unless such motor home, travel trailer, camper, boat or other recreational vehicle is kept within a fully enclosed garage.
34. No swimming pool shall be constructed or erected in the front yard of any lot.

ARTICLE 4 Occupancy and Completion Time

35. No Home shall be occupied permanently or temporarily prior to completion.
36. All buildings shall be completed within six months from the start of construction and all

Manufactured Homes shall be properly installed within ninety days from the date they are placed on the lot.

ARTICLE 5
Term and Amendment

37. These Covenants shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns, and all persons claiming under any of them for a period of 30 years from the date these Covenants are recorded; after which time, said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots subject thereto has been recorded agreeing to change or terminate said covenants in whole or in part. Notwithstanding the above, these Covenants may be changed or amended in whole or in part at any time provided an instrument signed by not less than 75 percent of the owners of the lots subject thereto has been recorded agreeing to change said covenants in whole or in part. In addition, until such time as Owner has sold over 50 percent of the lots in Madison Homesites, the Owner shall have the right to change or amend these Covenants in whole or in part at any time.

ARTICLE 6
Enforcement

38. These Covenants shall operate for the benefit of any Owner of any lot subject thereto and be enforced by the undersigned, their heirs, successors, and assigns, and by the owner or owners or any portion of Madison Homesites. Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any of these Covenants either to restrain a violation or to recover damages for the violation or both.

ARTICLE 7
Severability

39. The invalidation of any of these Covenants shall in no way effect any of the other provisions, all of which shall remain in full force and effect.

ARTICLE 8
Nonwaiver

40. Failure of the Owner or owners of any portion of Madison Homesites at any time to enforce any covenant shall not be deemed to constitute a waiver or limit the right of the Owner or owners of any portion of Madison Homesites to enforce any provision hereof.

IN WITNESS WHEREOF, the Owner has hereunto set his hand on this 5 day of Sept., 1995.

Erik Hellenthal
Erik Hellenthal

STATE OF CALIFORNIA)
) SS.
County of Santa Cruz)

The foregoing instrument was acknowledged before me this _____ day of _____, 1995,
by Erik Hellenthal.

Notary Public for California
My Commission Expires: _____

See attached California acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIACounty of SOLANOOn SEPTEMBER 5, 1995 before me, SABRINA STANTON, NOTARY PUBLIC

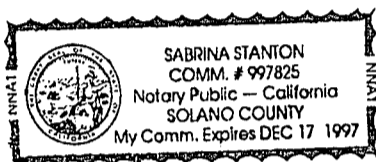
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared *****ERIK HELLENTHAL*****

NAME(S) OF SIGNER(S)

~~XXXXXXXXXXXXXXXXXXXX~~ - ☒ proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.



WITNESS my hand and official seal.

Sabrina Stanton
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES 12-17-97

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL STATE OF OREGON 1 SS.
COUNTY OF DOUGLAS
☐ CORPORATE OFFICER RAY FIELDS, COUNTY CLERK AND RECORDER OF CONVEYANCES, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS RECORDED

DESCRIPTION OF ATTACHED DOCUMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED 11 AM 11:28
☐ GENERAL
☐ ATTORNEY-IN-FACT RAY FIELDS
☐ TRUSTEE(S) DOUGLAS COUNTY CLERK
☐ GUARDIAN/CONSERVATOR IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY
☐ OTHER: _____

6 PLUS ATTACHED ACK.

NUMBER OF PAGES

9-5-95

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

None
SIGNER(S) OTHER THAN NAMED ABOVE

95-17138

HANDLED

i.e. Engr.

MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
MADISON HOMESITES

97-23264

AND

DECLARATION OF UTILITY EASEMENTS
FOR MADISON HOMESITES

The undersigned Owner of the real property known as Madison Homesites in Douglas County, Oregon, Lots 1 through 18, located in SW 1/4 of Section 11, Twp. 28S, Rng. 6W, W.M., Douglas County, Oregon (the "property"), hereby makes the following modification of Declaration of Covenants, Conditions, and Restrictions for Madison Homesites:

RECITALS:

A. Reference is made to that certain Declaration of Covenants, Conditions, and Restrictions for Madison Homesites, dated September 5, 1995, recorded September 11, 1995, as Instrument No. 95-17138, Book 1369, Page 608, in the official records of Douglas County, Oregon (the "Declaration").

~~Now~~ **NOW, THEREFORE**, Owner hereby modifies the Declaration as follows:

1. ARTICLE 2, paragraph 6, of the Declaration is hereby deleted and is replaced as follows:

All Homes must contain not less than 1,000 square feet of interior floor space, exclusive of porches, garages and carports. Manufactured Homes shall be less than four (4) years old at the time of placement and must be multi-sectional. All Homes shall have a garage or carport of sufficient size to accommodate at least one standard size automobile.

2. A new ARTICLE 9, Utility Easements, is added as follows:

41. Owner hereby declares and establishes additional utility easements burdening and benefiting the property as more fully described in Exhibit "A" attached hereto

and incorporated herein full by this reference. Such utility easements shall run with the land and shall burden and benefit all of the property permanently. Such easements shall not be changed or terminated except upon agreement of 100 percent (100%) of the owners of the lots subject to these covenants. Such easements are in addition to and not in derogation of any other previous or existing easements burdening or benefiting any of the property.

42. The easements shall include the right, privilege and authority to the said Owner to excavate for and to construct, build, install, lay, patrol, operate, maintain, repair, replace and remove underground utility pipes and lines, with all appurtenances incident thereto or necessary therewith, in, under and across the said premises, together with the right to make excavations therefor from time to time in, under and through the above described premises within said easement, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the use of said utility pipes and lines, or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises at any and all times for the purpose of patrolling the utility pipes and lines or repairing, renewing excavating, replacing, inspecting, maintaining, or adding to the number of utility pipes and lines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby created. No buildings shall be constructed over the utility pipes and lines easement right-of-way.

43. Upon the initial installation and upon each and every occasion that the same be repaired, replaced; renewed, added to, or removed, the premises and any improvements disturbed shall be restored to as good condition as they were prior to any such installation or work including the restoration of any top soil and lawn.

3. This Modification shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto.

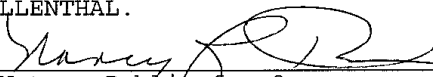
4. Except as modified herein, the Declaration shall remain in full force and effect unchanged.

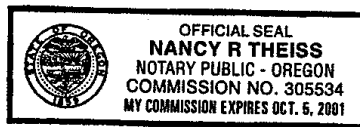
DATED: November 17, 1997


ERIK HELLENTHAL

STATE OF OREGON)
) ss.
County of Douglas)

This instrument was acknowledged before me this 14th day of November, 1997, ERIK HELLENTHAL.


Notary Public for Oregon



UTILITY EASEMENTS
FOR MADISON HOMESITES

1. Over and across the East 8 feet of Lots 3 and 4.
2. Over and across West 8 feet of Lots 3 and 4, said easement also for the benefit of the property lying North of and Adjacent to said Madison Homesites.
3. Over and across the East 8 feet of Lot 5.
4. Over the across Lot 7, said easement described as follows: Beginning at the most Easterly Southeast corner of Lot 7; thence along the arc of a 50.00 foot radius curve right, (the long chord of which bears North 22°43'47" West, 8.00 feet) 8.00 feet; thence South 71°51'31" West 7.00 feet; thence along the arc of a 57.00 foot radius curve left, (the long chord of which bears South 23°37'37" East 11.27 feet) 11.28 feet to a point on the Southerly line of said Lot 7; thence North 45°34'00" East 7.32 feet more or less to the point of beginning. Lx
L6
5. Over and across the West 10 feet of Lots 8, 14 and 15 and also over the Northerly 10 feet of Lot 8.
6. Over Lot 17, and described as follows: Beginning at the Southwest corner of Lot 17; thence North 81°16'24" East 7.00 feet; thence North 9°08' West 2.00 feet; thence South 81°16'24" West 7.00 feet to a point in the West line of said Lot 17; thence South 9°08' East 2.00 feet to the point of beginning.
7. Over and across the East 8 feet of Lots 11 and 12, and over the Northerly 4 feet of Lot 11.
8. Over Lot 18, 8 feet in width, the Westerly line of said easement being described as follows: Beginning at a point on the North line of said Lot 18, said point bears South 81°30' West 8.00 feet from the Northeast corner of said Lot 18; thence South 10°01'35" East, 8 feet Westerly of and parallel to the East line of said Lot 18, 71.02 feet; thence South 60°35'20" West 63.34 feet to the Southwest corner of Lot 18 and there terminating.

MODIFICATION OF
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
MADISON HOMESITES

The undersigned Owner of the real property known as Madison Homesites in Douglas County, Oregon, Lots 1 through 18, located in SW 1/4 of Section 11, Twp. 28S, Rng. 6W, W.M., Douglas County, Oregon (the "property"), hereby makes the following modification of Declaration of Covenants, Conditions, and Restrictions for Madison Homesites:

RECITALS:

A. Reference is made to that certain Declaration of Covenants, Conditions, and Restrictions for Madison Homesites, dated September 5, 1995, recorded September 11, 1995, as Instrument No. 95-17138, Book 1369, Page 608, and that certain Modification of Declaration of Covenants, Conditions, and Restrictions for Madison Homesites, dated November 17, 1997, recorded November 17, 1997, as Instrument No. 97-23263, Book 1505, Page 25, in the official records of Douglas County, Oregon (the "Declaration").

NOW, THEREFORE, Owner hereby further modifies the Declaration as follows:

1. ARTICLE 2, paragraph 6, of the Declaration is hereby deleted and is replaced as follows:

All Homes must contain not less than 1,000 square feet of interior floor space, exclusive of porches, garages and carports. Manufactured Homes shall be less than four (4) years old at the time of placement and must be multi-sectional.

2. ARTICLE 2, paragraph 13, of the Declaration is hereby deleted and is replaced as follows:

Construction of garage or carport shall conform to the architectural design of the Home and shall match the exterior finish of the Home to which it is appurtenant.

3. This Modification shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto.

4. Except as modified herein, the Declaration shall remain in full force and effect unchanged.

DATED: May 8, 2000

Erik Helenthal
ERIK HELLENTHAL

STATE OF OREGON)
) ss.
County of Douglas)

This instrument was acknowledged before me this 8th day of May, 2000, by ERIK HELLENTHAL.

Heather Johnson
Notary Public for Oregon
My Commission Expires: 3-25-02



STATE OF OREGON |
COUNTY OF DOUGLAS | ss
I, DOYLE SHAVER JR., COUNTY CLERK AND
RECORDER OF CONVEYANCES, DO HEREBY CERTIFY
THAT THIS INSTRUMENT WAS RECORDED

00 MAY -8 PM 3:40

DOYLE SHAVER JR.
DOUGLAS COUNTY CLERK

IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

BY Debra L. Harris
DEPUTY

FEE 2.00

2000-10000

MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MADISON HOMESITES - PAGE 2

Dole et al
HANDED