

21946

VOL. 1168 PAGE 3136

AMENDED  
DECLARATIONS OF RESTRICTIONS  
OF  
LATAKOMIE SHORES SUBDIVISION

68-01P WHEREAS, the undersigned being the owners of record and the purchasers under contract of all of the land located in Klamath County, Oregon, and known as Latakomie Shores Subdivision, according to the official plat thereof on file with the Klamath County Clerk, and

WHEREAS, it is the intent of the undersigned to enhance and preserve the attractiveness of said area for themselves and future homebuilders in said area.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned do hereby declare that the following reservations, conditions, covenants, restrictions and agreements shall become and hereby are made a part of all conveyances, leases or rentals of all property within the confines of said Latakomie Shores Subdivision, and that all land therein contained is subject to the following:

1. LAND USE All land in said Latakomie Shores Subdivision except lots in block two numbers 1, 2, 12, 13, 14, 15, 16, 17, 18 and 19; and Block four numbers 1 and 2 which are zoned commercial, shall be for residential use only and each lot shall contain only one residence and no premises or any buildings thereon shall be used or occupied for any purpose other than strictly residential purposes; provided, however, that one or more parcels or lots or one or more buildings may be used for church, school, community club, water reservoir, or recreational purposes for the benefit of the residents and their guests.

None but the usual family pets may be kept on the premises and such pets shall not be allowed to create a disturbance or become a nuisance. No other livestock, poultry or fowls shall be kept or raised on any of the property.

No noxious or offensive activities shall be carried on

upon any portion of Latakomie Shores Subdivision, nor shall anything be done upon any parcel thereof which may be or become an annoyance or nuisance to other owners and residents including but not limited to the discharge of fire arms.

No rubbish or garbage dumps shall be permitted on any property. No advertising signs except name plates of professional men and "for sale" and "for rent" signs not exceeding eighteen (18) inches by twenty-four (24) inches shall be placed or maintained upon any of such property except for such other signs as the Latakomie Shores Subdivision, or its assigns may use in the promotion of the first sale of any lot in the subdivision.

2. SETBACKS AND EASEMENTS There is hereby reserved within each lot an easement as described in the recorded subdivision plat map, and over and upon and under said easement for the installation and maintenance of utility systems including, but not limited to, electric lines, telephone lines, water, sewer and gas mains, provided that said utilities with the exception of telephone and electric lines shall be underground.

No building on any lot shall be located closer than fifteen (15) feet from the boundary line of said lot. Any Building on any lot shall be set back from the street right-of-way a minimum of twenty (20) feet. Sewage disposal system servicing Lot 1, Block 3, shall be located a minimum distance of fifty (50) feet from the North property line of said lot.

3. BUILDINGS No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single family dwelling, a private garage and such other out-buildings as may become necessary and which may be approved by the architectural committee of Latakomie Shores Beach Club, Inc. No dwellings with a floor area of less than one thousand (1,000) square feet, exclusive of open porches and garages, shall be permitted on any lake



frontage lots. The floor area of the main structure, exclusive of open porches and garages, shall be not less than eight hundred (800) square feet on the other residential lots.

Before any building construction is started, the owner or his agent shall submit completed building plans including a plot plan to the architectural committee of Latakomie Shores Beach Club, Inc., and shall not proceed with such construction until a written permit therefor has been given by said architectural committee; provided, however, that if said committee fails to approve or disapprove the design or location of a building as so submitted to it within sixty (60) days after said submission, then full approval thereof shall be deemed to have been given by said committee.

No trailer, basement, tent, shack, garage, or other out-building erected in the tract shall be at any time used as either a temporary or permanent residence, unless by express permission of the architectural committee of Latakomie Shores Beach Club, Inc.

Boundary fences, walls and hedges must be kept in good condition and repair and kept down to a height which shall not unreasonably interfere with the light or view of other owners and residents.

4. CLUB MEMBERSHIP All owners of land and contract buyers of land in said area shall be members of the Latakomie Shores Beach Club, Inc., a non-profit corporation formed for the purpose of reserving and enhancing the esthetic values of the area, providing recreational benefits for the land owners and generally carrying on any activity designed to improve the area or be of a benefit to the land owners and generally or of said Club's successor.

The Latakomie Shores Beach Club, Inc. may levy

assessments against its members to defray the expenses of Club, but said individual assessments shall not exceed One Hundred Dollars (\$100.00) plus four per cent (4%) of the previous year's allowable assessment in any calendar year.

For the purpose of determining membership in the Latakomie Shores Beach Club, Inc., a landowner shall be defined as a record owner of land within the area except that in the case of the sale of land by contract, the contract purchaser shall be a member in place of the record owner so long as his contract is enforceable. The spouse of an owner or a contract purchaser and all joint owners shall have the benefits of membership; however, only the owner of record or the contract purchaser shall be liable for the assessments and only one assessment may be made against joint owners of property. Each ownership of land, whether solely held, or held in common, shall have but one vote in the Latakomie Shores Beach Club, Inc. In the event that a member is an owner or contract purchaser of more than one lot such member shall be liable for one assessment for each of such lots.

The name Latakomie Shores Beach Club, Inc., wherever used in these Declarations of Restrictions shall mean Latakomie Shores Beach Club, Inc., its successor any named club hereafter formed for the purposes herein set forth.

5. OWNERSHIP None of said land or any part thereof shall be sold to nor owned by any person who does not agree to membership in the Latakomie Shores Beach Club, Inc. and to abide by the rules and regulations of said Club as they shall from time to time be made.

6. ENFORCEMENT OF RESTRICTIONS AND COVENANTS

It is the intent of the declarants and all of them that each of the restrictions herein contained is intended to apply to all of the land in Latakomie Shores Subdivision, as the same is particularly described in that subdivision plat of record



with the Clerk of Klamath County, Oregon. Invalidation of any of the other restrictions, which the parties do hereby declare shall remain in full force and effect.

These restrictions shall be covenants running with the land and shall be binding upon all of such land and all parties and persons owning or having an interest in said land until January 1, 1990, except that the easements for utilities set forth in Section 2 shall be perpetual. Such restrictions shall be automatically continued in force and effect for successive ten (10) year periods thereafter, unless by a majority vote of the owners of all such land, it is agreed to change the said covenants in whole or in part.

The declarants further covenant and agree that no breach of the restrictions contained in this declaration shall itself work a forfeiture of any of the land conveyed in fee simple; that any such breach shall give any such person injured thereby, provided he is an owner or a contract buyer of land in said subdivision, and a member in good standing or the Latakomie Shores Beach Club, Inc., the right to compel performance of these covenants and restrictions and to abate and remove at the expense of the owner or owners of the offending property, any structures or erections in violation. For such purpose, any such person so injured shall have the right to enter upon the offending premises and to abate and remove at the expense of such offending owner or owners, any nuisance, thing or condition, which may be thereon contrary to the true intent and meaning of these restrictions, or any of them, and the person so entering shall not thereby be deemed guilty in any manner of trespass. For the purpose of enforcing the covenants, the Latakomie Shores Beach Club, Inc., may take any legal action or do anything which could be done by an individual owner of land in this area.

WITNESS OUR HANDS this 23 day of February,  
1968.

LATAKOMIE SHORES BEACH CLUB, INC.

By Mildred F. Van Voorhis Feb. 27, 1968

By Milton F. Van Voorhis

STATE OF OREGON )

COUNTY OF KLAMATH )

SS:

By Charles Heaton

On this 23 day of February, 1968, before me appeared MILTON F. VAN VOORHIS and CHARLES HEATON, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

I, Patty Jan Sherrill, a Notary Public for Oregon, hereby certify that the above is a true statement and I hereunto set my hand and seal this 27 day of February, 1968.

Patty Jan Sherrill  
Notary Public for Oregon  
My commission expires: 6-22-69

STATE OF CALIFORNIA )

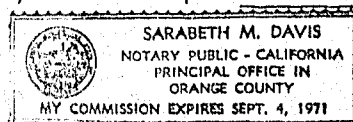
COUNTY OF ORANGE )

SS:

On the 27th day of February, 1968, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared MILDRED F. VAN VOORHIS, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Sarabeth M. Davis  
Notary Public in and for said county and state.  
My commission expires:





STATE OF CALIFORNIA, } ss.  
County of Orange

3142

I, W. E. St John, County Clerk and Clerk of the Superior Court of the State of California, in and for said County, the same being  
a court of record of the aforesaid County, having by law a seal, do hereby certify that *Sarahbeth M Davis*

whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a Notary Public IN AND FOR ORANGE COUNTY, duly commissioned and sworn and residing in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said State, and that full faith and credit are and ought to be given to his official acts; that the impression of his official seal is not required by law to be filed in the office of the County Clerk; however, I have compared the impression of the seal of said Notary Public affixed to the original certificate with a specimen impression thereto filed in my office and I believe the impression of said seal attached to the original certificate is genuine. I further certify that I am well acquainted with his hand writing and verily believe that the signature to the attached certificate is his genuine signature, and further that the annexed instrument is executed and acknowledged according to the laws of the State of California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Superior Court

this 29 day of February, 1968

W. E. ST JOHN,  
County Clerk and Clerk of the Superior Court of the State  
of California, in and for the County of Orange.

By *Ray Aguillo*, Deputy.

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STATE OF OREGON, } ss.  
County of Elam th

Filed for record a request of

Transamerica Title Insurance Co.

on this 22 day of April, 1968

at 3:53 PM

recorded in Vol. M-68 of Deeds

Page. 3136

DOROTHY ROGERS, County Clerk

By *Dorothy Rogers*, Deputy

Fee 10.50

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Ret. M. F. Van Veen  
8371 Country Club Dr  
Buena Park, Calif 90600