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## DECLARATION OF RESTRICTIONS VOL. 1169 PAGE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Fidelity Mortgage Company, Inc. is the owner of that certain real property situate in the County of Klamath, State of Oregon, more particularly described as:

8th Addition to Nimrod River Park.

WHEREAS, Fidelity Mortgage Company, Inc. plans to sell said property and desires in the behalf, for the benefit of itself and the several purchasers of lots or parcels of said real property, to prescribe certain standards relating to the use and occupation of such property.

NOW, THEREFORE,

IN CONSIDERATION OF THE PREMISES, and for the uses and purposes herein set forth, Fidelity Mortgage Company, Inc. herein declares that all conveyances of lots or parcels comprised in the above described real property shall be made and accepted upon the following express conditions, provisions, restrictions and covenants, herein after referred to as "conditions", which shall apply to and bind the parties thereto, their heirs, successors and assigns, imposed pursuant to a general plan for the improvement of said property and each and every lot therein, such conditions being as follows, to-wit:

1. All lots shall be known and described as recreational residential lots.
2. No residential building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to any side street line.
3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and there shall not be stored, kept, maintained or permitted to be upon any portion of any of said lots, not fully enclosed by permanent building, any old metal, broken-down machinery or broken material commonly designated as "junk". All trash shall be removed immediately.
4. No dwelling shall be permitted on any lot which does not conform to the specifications and requirements of the Klamath County Building Code and Health Department.
5. Sewage disposal shall conform to requirements of Klamath County Health Department and there will not be permitted the construction or use of a privy or outside toilet upon any of said property.
6. Before any building, structure, wall, fence, sign or other advertising is erected or maintained upon any of said property, or any alterations made thereto, plans for the same, together with accompanying specifications, shall be submitted to a committee to be known as the "Architectural Control Committee", which said committee shall consist of officers of Nimrod Park, Inc., a California Corporation, or a duly appointed agent of Nimrod Park, Inc., for a period of 10 years from the date of recordation of these restrictions, at which time the right to appoint such committee shall automatically be transferred to the individual lot owners, a majority of whom shall have the right to appoint the Architectural Control Committee. If a lot owner's association has been organized, its governing body may appoint such committee. In the event that approval or disapproval of such plans is not received within thirty days of submission to said committee, said plans shall be deemed to have been approved.

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7. No signs, (except a sign of customary and reasonable dimensions advertising the property for sale) placards, signboards, or billboards of any character, or any nuisance, or any building or structure, except as permitted by the Architectural Control Committee shall be erected, placed or maintained on any part of the property herein described; and, in the event of the violation of any of these conditions, the Architectural Control Committee may, in addition to any other right conferred by law, remove or abate the same without any liability therefore. The Architectural Control Committee reserves the right to grant permission to erect buildings and/or signs of a temporary nature.

8. All buildings and improvements of any kind shall be properly painted immediately after completion, shall be kept neat and clean and in no event shall the structure or premises create any unsightly or hazardous condition. After commencement of any building, structure, fence or wall permitted hereby, the same shall be prosecuted to completion with reasonable diligence. In the event of the violation of any of these conditions, the Architectural Control Committee may correct same, or remove such hazard and the cost of such action shall be paid by the owner.

9. A Mobile Home or Trailer shall be permitted on said property providing it is in good condition, modern and contains interior kitchen and bathroom facilities. Any such Mobile Home or Trailer that is moved onto a lot, together with any accompanying permanent structure shall be approved by the Architectural Control Committee if same remains on said lot for a period of four months or longer. Any exterior living area shall be kept neat and clean and in no event shall the unit or premises create any unsightly or hazardous condition. In the event of the violation of any of these conditions, the Architectural Control Committee may correct same, or remove such hazard, and the cost of such action shall be paid by the owner.

10. Each and all of the foregoing restrictions except Article 6 above, shall continue in full force and effect until July 1, 1985 and shall thereafter automatically be continued in force for ten (10) year periods. These restrictions may be amended by a vote of seventy-five (75%) per cent of the property owners.

PROVIDED THAT, if any owner of any lot in said property, or his heirs, 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED FURTHER, that invalidation of any one of these conditions, covenants, and/or restrictions by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

PROVIDED, ALSO, 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 made in good faith and for value, as to said realty or any part thereof, but said conditions, covenants, and/or restrictions shall be binding upon and effective against any subsequent owner of said realty.

IN WITNESS WHEREOF, FIDELITY MORTGAGE COMPANY, INC. has caused its corporate name and seal to be hereunto affixed by its Officers thereunto duly authorized.

FIDELITY MORTGAGE COMPANY, INC.

By: E. Tharalson, Pres

By: Eric Tharalson, Secy

(Seal)



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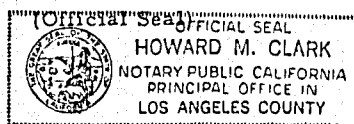
STATE OF CALIFORNIA ) ss.  
County of Los Angeles )

June 2, 1969

Personally appeared E. THARALSON, President and ERIC THARALSON, Secretary who being duly sworn, each for himself and not one for the other, did say that the former is the PRESIDENT and that the latter is the SECRETARY of FIDELITY MORTGAGE COMPANY, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: *Howard M. Clark*

Notary Public for California  
My commission expires: *HOWARD M. CLARK - Notary Public - Cal.*  
*COM. EXP. JAN. 9, 1971 - LOS ANGELES CO.*  
1120 S. San Gabriel Blvd., San Gabriel, Ca. 91776



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STATE OF OREGON,  
County of Klamath  
Filed for record at request of  
Transamerica Title Co.  
on this 7 day of July A.D. 1969  
at 11:37 o'clock P.M. and day  
recorded in Vol. 69 of Deeds  
page 5889  
By Wm D. MILNE, County Clerk  
By Raymond Craig, Deputy  
Fee \$4.50