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Ecoff and Gisler
135 Magnolia Ave.
Oxnard, Calif. 93030

68458

BUILDING AND USE RESTRICTIONS
SUN FOREST ESTATES
KLAMATH COUNTY, OREGON

Vol. 71 Page 10585

Known to all men by these presents: That the undersigned are the owners of Sun Forest Estates located in Klamath County, Oregon, and the following Building and Use Restrictions shall apply to all lots in this subdivision and shall be subject to the following covenants, conditions, and restrictions unless changed by a vote of a simple majority of lot owners:

- (1) The floor area of residences shall be of not less than 500 square feet, exclusive of porches and garages.
- (2) Buildings must be suitable for year around use and must be placed on permanent continuous foundations, or consisting of concrete block, brick, pumice block or stone masonry. Pitch of the roof and size and spacing of rafters and ceiling joints must be constructed from ground level packs.
- (3) All buildings and fences must be constructed in a workman-like manner of attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 60 inches in height.
- (4) All dwelling owners must comply with the laws of the State of Oregon, County of Klamath, as to fire protection, building constructions, sanitation and public health and any Klamath County Health and Sanitation requirements supplemental thereto.
- (5) Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by governing agencies, namely the Oregon Board of Health, Klamath County Sanitation and Water Master.
 - a. All wells shall be completed with unperforated well casing that extends to a depth of not less than 18 feet below the land surface.
- (6) Garbage Disposal
 - a. Garbage shall be stored in an insect and rodent proof container.
 - b. Garbage shall be hauled at least once a week to an approved area.
 - c. Under no conditions will dumping of any refuse in any streams or on the adjoining Federal Lands be permitted. The grounds and buildings shall be maintained in a neat and orderly manner.
- (7) No structure of a temporary character, basement, shack, garage, barn or out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. This is not intended to prohibit temporary structures or structures used for seasonal recreational purposes.
- (8) A time limit is hereby imposed on the length required for construction of the residence structure. A period of time not to exceed twenty-four (24) months is allowed to complete the residence or dwelling. The period of time is from the start of construction to completion of same.
- (9) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (10) The owners have caused to be formed a non-profit organization known as the Sun Forest Estates Owners Association (herein after referred to as "Association") which organization has been formed for the purposes of providing for the operation, maintenance, repair, re-building or rehabilitation of roads, streets, and public ways in said subdivision, for the benefit of the members of the Association who have purchased lots from the owners. The Association has a Board of Directors of five persons initially selected by the owners to serve until September 1, 1975 or until their successors are duly elected by the membership at its organizational meeting.
- (11) All owners of a parcel of property within the above described premises shall automatically become and are members of the Association. Any person purchasing any parcel within said area under an agreement of sale and/or land sales contract shall be deemed the owner of said parcel for the purposes of such membership, and joint owners of any lot shall be entitled to one membership.
- (12) The Board of Directors of the Sun Forest Estates Property Owners Assn. shall annually assess each lot in the subdivision its proportionate share of the costs for maintenance of roads, streets and public ways in the Sun Forest Estates subdivision. The costs of said maintenance shall include the necessary amounts incurred by the directors for insurance, bond premiums, equipment rental, materials and labor required for such operation and maintenance. The owner of the subdivision shall pay a like assessment for each lot remaining unsold in said subdivision, it being the intention that all assessments shall be uniform, as much as is practicable.

- (13) In the event any property owner shall fail to pay his assessments when due and payable, the amount thereof, together with interest at the maximum amount permitted by law from such date, and the costs of collection, if any, shall become and constitute a lien against the parcel or parcels owned by said delinquent property owner. The lien shall attach upon filing a claim of lien in the office of the County Clerk, Klamath County, Oregon, within sixty (60) days from the date thereof, particularly describing said parcel or parcels and mailing to the delinquent property owner at his last known address a copy of said claim of lien. Said lien may be foreclosed and the property sold to satisfy said lien in the same manner as is provided for the foreclosure of mechanic's liens under the laws of the State of Oregon. If no such claim of lien shall have been filed but no action to enforce such lien shall have been commenced within six (6) months after such filing, then such claim and/or lien shall be null and void.
- (14) A copy of the Articles of Association for said organization will be mailed to any member of the Association upon request.
- (15) The restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the subdivision. It is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce restrictions herein set forth.
- (16) Invalidation of any of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment or decree shall in no way effect any of the other remaining provisions thereof which shall in such case continue to remain in full force and effect.
- (17) The foregoing covenants, restrictions, or conditions are to be in effect until January 1, 1975 and are automatically extended for successive periods of five (5) years unless the owners of a majority of the parcels agree in writing at least four (4) months before the expiration date thereof to change them.
- (18) Nothing herein shall be interpreted to prevent lot owner from using his lot for seasonal-recreational use.

Dated this 8th day of May, 1972.

SUN FOREST ESTATES

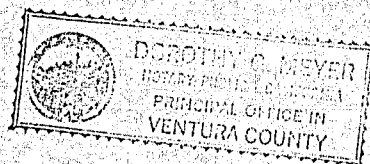
by Jack C. Ecoff

STATE OF CALIFORNIA,
COUNTY OF Ventura

ON May 8, 19 72,
before me, the undersigned, a Notary Public in and for said State, personally appeared
Jack C. Ecoff

known to me,
to be the person whose name is subscribed to the within Instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Dorothy G. Meyer
Notary Public in and for said State.
My Commission Expires Jan. 4, 1976

ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-64 A SUBSIDIARY OF AMERICAN STATIONERY PRODUCTS CORP.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of ECOFF & GISLER
this 19th day of September, A. D. 19 72 at 3:07 o'clock PM., and
duly recorded in Vol. M 72, of DEEDS on Page 10585

FEE \$4.00

Wm D. Milne, County Clerk

By Hazel Drayton