

EXHIBIT A  
LEGAL DESCRIPTION  
ZONE CHANGE 72-38

E $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 19, Township 34 S., Range 8 East  
of the Willamette Meridian, Klamath County, Oregon, excepting therefrom:

Commencing at a 5/8 inch iron pin marking the northeast corner of the  
SW $\frac{1}{4}$  of said Section 19; thence So. 0°15'13" E. along the easterly  
boundary of said SW $\frac{1}{4}$  668.42 feet to the intersection of said easterly  
boundary line with the northerly line of the S $\frac{1}{2}$  of the N $\frac{1}{2}$  of the  
SE $\frac{1}{4}$  of said Section 19; thence along said northerly line of S $\frac{1}{2}$  of the  
N $\frac{1}{2}$  of the SE $\frac{1}{4}$  of said Section 19; N 89°00'02" E. 256.53 feet to the  
intersection of said northerly line with the southerly right-of-way line  
of the Sprague River Highway; thence S 71°15'00" W along said southerly  
right-of-way line, 51.45 feet; thence leaving said right-of-way line  
So. 0°59'58" E. 375.00 feet more or less to the mean high water line on  
the northerly side of the Sprague River; thence along said high water  
line of which is the following courses and distances: So. 31°25'25" W.,  
296.81 feet more or less; So. 69°49'55" W., 80.95 feet more or less;  
So. 63°03'38" W., 426.84 feet; So. 56°48'35" W., 158.93 feet; So. 31°42'02" W.,  
399.62 feet; So. 25°52'24" W., 222.28 feet; So. 18°18'09" W., 684.62 feet;  
So. 2°14'38" W., 76.39 feet more or less; to a point on the southerly  
line of said Section 19; thence leaving said mean high water line So.  
89°58'07" W., along said southerly section line 105 feet more or less  
to a point on the southerly line of said Section 19; thence No. 0°18'57"  
W., along the westerly line of said E $\frac{1}{2}$ SW $\frac{1}{4}$  2645.05 feet to a 5/8 inch pin  
marking the northwest corner of the east half of said SW $\frac{1}{4}$ ; thence  
No. 88°43'06" E. along the northerly line of said SW $\frac{1}{4}$ , 1312.14 feet to  
the point of beginning, containing 49.38 acres more or less.

Also excepting therefrom:

That portion of land contained within the 100-foot wide right-of-way of  
the Sprague River-Chiloquin Highway, a county road, containing 4.45 acres  
more or less.

ZONE CHANGE 73-28

Pages

[illegible]

subject as to said lands to all matters of public record.

11

The parties hereto hereby agree that the rights hereinabove granted by one party to the other shall be subject to the following terms and conditions.



...the parties hereto...

...the parties hereto...

...the parties hereto...

For the purpose of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway.



IN WITNESS WHEREOF the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

WATERBURY COMPANY

Witness my hand and seal this 1st day of May, 1961.  
Ragnar G. Carlson  
President

Witness my hand and seal this 1st day of May, 1961.  
Ellen G. Carlson  
Vice President



NOTARIAL PUBLIC STATE OF OREGON  
COUNTY OF CLATSOP

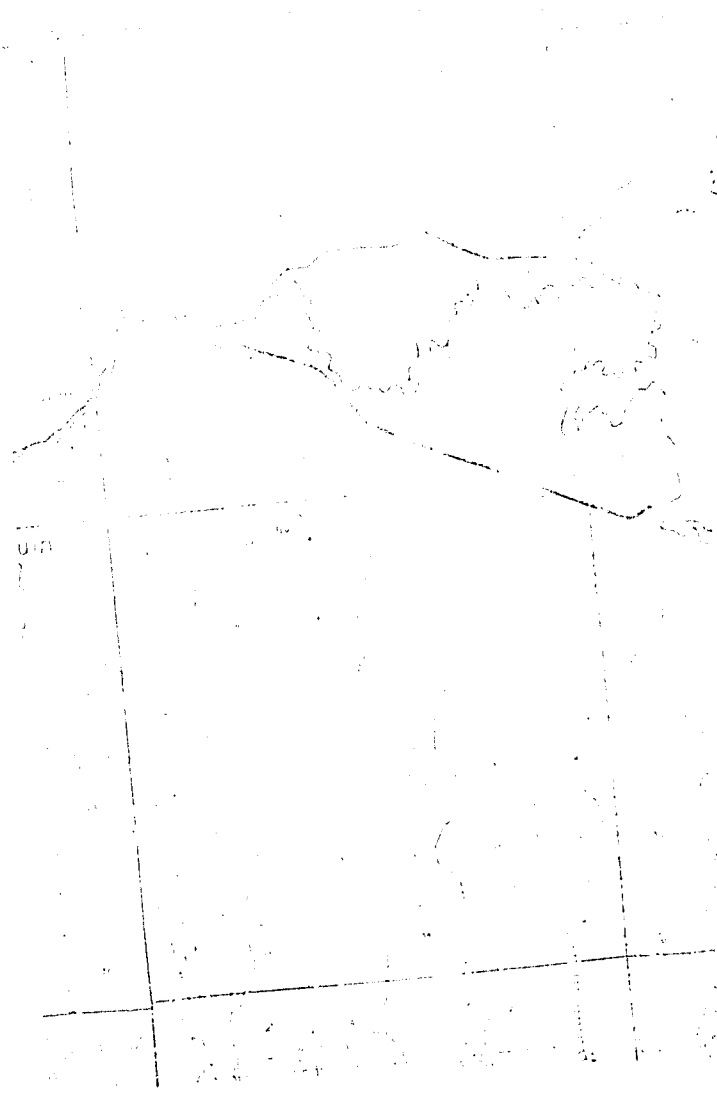
I, \_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires Sept. 23, 1977

March 2, 1977

Personally appeared the above named Einar L. Carlson and  
Lila M. Carlson, husband and wife, and acknowledged the foregoing  
instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon  
My Commission Expires Sept. 23, 1977



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RCE

EXHIBIT A

STATE OF OREGON, COUNTY OF KLAMATH: ss.  
Filed for record at request of BATHUR J. J. J. J.  
this 20 day of MARCH A. D. 1922 at 11 o'clock A. M. and duly recorded in  
Vol. 22 of 10000 on Page 235  
Wm. D. MILNE, County Clerk  
By [Signature]



EXHIBIT C  
ZONE CHANGE 73-28

ARTICLES OF ASSOCIATION  
OF  
CAVE MOUNTAIN VIEW ROAD ASSOCIATION

ARTICLE I

Section 1: This Association shall be called the Cave Mountain View Road Association.

Section 2: Its objects are to promote the orderly management and maintenance of an access road giving access to Parcels 9 through 21, of the Cave Mountain View Tract, Section 19, Township 10 34 South, Range 8 East of the Willamette Meridian; East one-half of the Southwest quarter; South one-half of the North one-half of the Southeast quarter; North one-half of the South one-half of the Southeast quarter; Klamath County, Oregon.

ARTICLE II

The government of the Association shall be vested in a Board of Trustees consisting of the owners, or if the owners be sellers under a contract or other instrument, then the contract purchaser of Parcels 9 through 21 of the above described property.

ARTICLE III

Membership. Membership in the Association shall be limited to owners, or in the event the owners are sellers under a contract of sale or other instrument, then the contract purchasers of Parcels 9 through 21 of the above described property. Any person buying a parcel or parcels in the above described property shall be required to join this Association.

ARTICLE IV

The sum of \$12.50 per year shall be paid by the Association to the United States Forest Service as the current fee charged by the Forest Service for a special purpose permit, which permit shall grant to the Association the use of the Forest Service land over which the above access road passes. If the fee charged by the Forest Service shall at any time be changed, the above sum of \$12.50 shall be adjusted accordingly.

ARTICLE V

1  
2       Section 1. These Articles of Association may be amended  
3 by a two-thirds affirmative vote of all of the members of the Associa-  
4 tion; or, a special meeting called for that purpose, as provided by  
5 the By-Laws, provided that a notice setting forth the proposed amend-  
6 ment or amendments with the reasons therefore, and any known objections  
7 shall have been sent to each member at least ten (10) days prior to  
8 said meeting.

9  
10       CAVE MOUNTAIN VIEW ROAD ASSOCIATION

11  
12       By Ragnar L. Carlson  
13               Ragnar L. Carlson



EXHIBIT D  
ZONE CHANGE 73-28

BY-LAWS  
of the  
CAVE MOUNTAIN VIEW ROAD ASSOCIATION

ARTICLE I

Location.  
Section 1. The principal office of Cave Mountain View Road Association shall be the residence of the current president of the Association.

Section 2. Other such offices as may from time to time become more convenient shall be authorized upon ten (10) days written notice to the members of the Association.

ARTICLE II

Board of Trustee Meetings.  
Section 1. The Board of Trustees shall consist of the owners or contract purchasers of each of Parcels 9 through 21, of the Cave Mountain View Tract, Section 19, Township 34 South, Range 8 East of the Willamette Meridian; East one-half of the Southwest quarter; South one-half of the North one-half of the Southeast quarter; North one-half of the South one-half of the Southeast quarter; Klamath County, Oregon.

Section 2. The annual meeting of the Board of Trustees shall be held on the first day of August of each year.

Section 3. A special meeting of the Board of Trustees may be called by the president of the Association or by one-fourth of the Trustees entitled to vote at any meeting.

Section 4. The Board of Trustees may designate any place within Parcels 9 through 21 of Cave Mountain View Tracts as a place of meeting for any annual meeting or any special meeting called by the Board of Trustees. A waiver of notice signed by all the Trustees entitled to vote at any meeting may designate any place within Cave Mountain View Tracts as a place for holding of such meeting.

1 If no such designation is made or if a special meeting would other-  
2 wise be called, the place of meeting shall be the residence of the  
3 current president of the Association.

4 Section 5. Written or printed notice stating the place,  
5 time and date of the meeting, and in case of any special meeting,  
6 the purpose or purposes of such meeting shall be delivered not  
7 less than ten (10) days, nor more than fifteen (15) days, before  
8 the date of the meeting, either personally or by mail, by or at the  
9 direction of the president, the secretary or the Trustees calling a  
10 meeting, to each Trustee of record entitled to vote at such meeting.  
11 If mailed, such notice shall be deemed to have been delivered when  
12 deposited in the United States mail and addressed to the Trustee  
13 at his address as it appears on the Association record books,  
14 with postage thereon prepaid.

15 Section 6. The president, or in his absence, the vice-  
16 president, shall preside at all meetings.

17 Section 7. At every such meeting, each Trustee will be  
18 entitled to cast one vote which may be cast by him either in person  
19 or by proxy. All proxies shall be in writing and shall be filed  
20 with the secretary, and by him entered of record in the Minutes of  
21 the meeting.

22 Section 8. Every Trustee shall have the right to vote  
23 in person or by proxy for the number of parcels owned by him, or  
24 listing him as a contract purchaser thereof, for as many persons as  
25 there are officers to be elected.

26 Section 9. The majority of the Trustees entitled to vote  
27 represented in person or by proxy shall constitute a quorum at any  
28 meeting of the Board of Trustees. If a quorum is present, the  
29 affirmative vote of the majority of Trustees represented at the  
30 meeting and entitled to vote on the subject matter, either in person  
31 or by proxy, shall be the act of the Board of Trustees.



ARTICLE III

1  
2       Section 1. The business and affairs of the Association  
3 shall be managed by three officers.

4       Section 2. The officers of this Association shall be  
5 the president, the vice-president, and the secretary-treasurer, and  
6 they shall be elected for the term of one year, and shall hold office  
7 until the next annual meeting of the Board of Trustees, or until  
8 their successors are duly elected and qualified; subject, however,  
9 to the right reserved to the Board of Trustees to remove any officer  
10 at any time when, in its judgment, the best interests of the Asso-  
11 ciation will be served thereby. Any two or more offices may be  
12 held by the same person, except the offices of president and secretary-  
13 treasurer.

14       Section 3. The president shall preside at all Board of  
15 Trustee meetings and shall have general supervision of the affairs  
16 of the Association and over other officers; shall sign all instru-  
17 ments; and shall perform all duties as are incident to his office.  
18 In the case of the absence or disability of the president to perform  
19 his duties, said duties shall be performed by the vice-president.

20       Section 4. The secretary shall issue notices of all  
21 Board of Trustee meetings; and shall attend and keep the minutes of  
22 the same; and shall have charge of all Association books, records,  
23 and papers; and shall be the custodian of the Association emblem;  
24 and shall perform all such other duties as are incident to his office.

25       Section 5. The treasurer shall have custody of all money  
26 and securities of the Association. He shall keep regular books of  
27 accounts, and shall submit to the Board of Trustees said books and  
28 accounts, together with all of the vouchers, receipts, records and  
29 other papers for examination and approval, as often as the Trustees  
30 may require; and shall perform all such other duties as are incident  
31 to his office.

32       Section 6. The regular meeting of the Officers shall be

1 held without other notice of this By-Law, immediately after and at  
 2 the same place as the annual meeting of the Board of Trustees. The  
 3 Officers may provide by resolution the time and place within Cave  
 4 Mountain View Tracts for the holding of additional regular meetings  
 5 without other notice than such resolution.

6 Section 7. Special meetings of the Officers are to be  
 7 held at the same place and upon the same notice as the special  
 8 meetings of the Board of Trustees.

9 Section 8. A quorum for the transaction of business at  
 10 any regular or special meeting of the Officers shall consist of  
 11 two members.

#### 12 ARTICLE IV

13 Finance.  
 14 Section 1. The funds of the Association shall be  
 15 accumulated by assessments on the Board of Trustees, as required,  
 16 on a pro-rata basis, with each parcel owner contributing his pro-  
 17 rata share, to-wit: 1/13th of the total assessment to be paid by  
 18 each parcel owner or each contract purchaser.

19 Section 2. The funds of the Association shall be  
 20 deposited within such bank, federal savings and loan association,  
 21 and trust companies as the Board of Trustees shall designate, and  
 22 shall be withdrawn only on the check or order of the treasurer,  
 23 or such persons as may be designated by the Board of Trustees.

24 Section 3. The funds of the Association shall be used  
 25 solely and only for the purpose of maintenance of a road giving  
 26 access to Parcels 9 through 21 of the above described property, as  
 27 well as for maintenance of that road 1.3 miles in length across  
 28 Forest Service land giving access to the above described property;  
 29 and that road 0.5 mile in length across Weyerhaeuser Timber Co.  
 30 land, giving access to the above described property; and both  
 31 sections being part of the same road, giving access to the above  
 32 described property.



5                    Section 5. Each purchaser of a parcel in the above  
6 described property shall pay \$20.00 into the Association for member-  
7 ship. Also, each member shall pay a minimum annual fee of \$5.00  
8 into the Association.

## ARTICLE V

10 Maintenance of the road giving access to the above  
11 described property, including snow removal, shall remain the respon-  
12 sibility of the Association, and in no way will these roads be  
13 maintained at the expense of Alameda County.

## ARTICLE VI

14 All rights under this Association shall be assignable by  
15 each member of the Board of Trustees to any persons to whom said  
16 member's interest in the real property above described is assigned.  
17

## ARTICLE VII

Amendment of the By-Laws may be made by a vote of the majority of the Board of Trustees at any annual Board of Trustees meeting or special meeting when the proposed amendment has been sent out with the notice of such meeting.

CAVE MOUNTAIN VIEW ASSOCIATION

By

Ragnar L. Linder

EXHIBIT E  
ZONE CHANGE 73-28

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, Ragnar L. Carlson is the owner of that certain real property situate in the County of Klamath, State of Oregon, more particularly described as:

Parcels 9 through 21, of the CAVE MOUNTAIN VIEW TRACTS, Section 19, Township 34 South, Range 8 East of the Willamette Meridian; E $\frac{1}{2}$  of the SW $\frac{1}{4}$ ; S $\frac{1}{2}$  of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$ ; N $\frac{1}{2}$  of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$ ; Klamath County, Oregon.

WHEREAS, said Ragnar L. Carlson, owner, plans to sell said real property and desires in that behalf for the benefit of himself and the several purchasers, both immediate and subsequent, of parcels of said real property, to prescribe certain standards relating to the use and occupation of such real property,

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, and for the uses and purposes herein set forth, Ragnar L. Carlson herein declares that all conveyances of parcels comprised in the above described property shall be made and accepted and the following express conditions, provisions, restrictions and covenants hereinafter 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 parcel therein, such conditions being as follows, to-wit:

1. All lots shall be known and described as recreational parcels.
2. No residential building shall be located nearer than twenty-five (25) feet to any front, or sides, or rear of any parcel line.
3. No noxious or offensive trade or activity shall be carried on upon any parcel 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 parcels, not fully enclosed by permanent

DECLARATION OF RESTRICTIONS

DEEDLY EXAMINATION  
ATTORNEY AT LAW  
CLERK OF DISTRICT COURT  
KLAMATH COUNTY, OREGON



1 building, any old metal, broken down machinery or broken material  
2 commonly designated as "junk". Stripping of automobiles shall be  
3 prohibited. All trash shall be removed immediately. All garbage  
4 shall be kept in flytight containers and removed no less than once  
5 a week.

6 4. Pets and livestock shall be kept within the boundaries  
7 of owner's parcel or parcels, under clean, sanitary conditions. Any  
8 nuisance, annoyance or offensive odors resulting from such pets or  
9 livestock will be strictly prohibited.

10 5. No dwelling or other structures shall be permitted on  
11 any parcel which do not conform to the specifications and require-  
12 ments of any existing building codes and health department regulations.  
13 Also, a minimum size of any dwelling shall be 700 square feet, said  
14 minimum size to apply to mobile homes, modular homes, or structured  
15 homes, as well as to any other type of dwelling.

16 6. Footings shall be required under all foundation walls  
17 or piers for proper distribution of superimposed loads. Footings  
18 may consist of either masonry, plain or reinforced concrete. Said  
19 footings shall extend not less than twelve (12) inches below finished  
20 grade, unless set in solid rock.

21 7. Sewage disposal shall conform to requirements of  
22 Blamach County Health Department, and there will not be permitted the  
23 construction or use of a privy or outside toilet upon any of said  
24 property.

25 8. No residence shall be erected or maintained within  
26 100 feet of the flood plain.

27 9. No septic tank or drain field shall be established  
28 within 100 feet of the flood plain.

29 10. No land fill shall be accomplished which would change  
30 the hydraulics of the Sprague River.

31 11. No commercial advertising, signs, placards, signboards,  
32 or billboards of any character or any nuisance shall be placed or

Page 2 - DECLARATION OF RESTRICTIONS

DEDDIE E. HAMILTON  
ATTORNEY AT LAW  
200 HARRIS STREET  
BLAMACH, MISSISSIPPI 39201

1 maintained on any of the property herein described. In the event  
2 of any violation of any of these conditions, the same will be removed  
3 or abated without any liability thereof.

4 12. All buildings and improvements of any kind shall be  
5 properly painted or stained immediately after completion, shall be  
6 kept neat and clean, and in no event shall the structure or premises  
7 create any unsightly or hazardous condition. After commencement of  
8 any building, structure, fence or wall permitted hereby, the same  
9 shall be prosecuted to completion with reasonable diligence.

10 13. Diligent efforts to maintain the natural beauty of the  
11 premises shall be required. No timber or green trees may be harvested  
12 by purchasers of the above parcels until such time as the entire  
13 balance owing is paid by purchaser.

14 14. A mobile home or trailer shall be permitted provided  
15 that said mobile home or trailer is at least 700 square feet in size,  
16 and is skirted. Any exterior living area shall be kept neat and  
17 clean, and in no event shall the unit or premises create any unsightly  
18 or hazardous condition. In the event of a violation of any of these  
19 conditions, owner shall correct same or remove such hazard and the  
20 cost of such action shall be paid by the violator.

21 15. Each and all of the foregoing restrictions shall  
22 continue in full force and effect until July 1, 1987 and shall there-  
23 after automatically be continued in force for ten (10) year periods,  
24 unless a majority of the then property owners shall in writing,  
25 modify, alter or abrogate said covenants, conditions and restrictions.

26 16. There shall be no further division of Parcels 9 through  
27 21 without written consent of the Klamath County Commissioners.

28 PROVIDED THAT if any owner of any parcel in said property  
29 or his heirs or assigns shall violate or attempt to violate any of  
30 the conditions, covenants and/or restrictions herein, it shall be  
31 lawful for any other person or persons owning any other parcels in  
32 said property to prosecute any proceedings at law or in equity against



1 the person or persons violating or attempting to violate any such  
 2 conditions, covenants and/or restrictions and either prevent him or  
 3 them from so doing or recover damages or other dues for such viola-  
 4 tion.

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

9 PROVIDED ALSO that a breach of any of the foregoing con-  
 10 ditions, covenants and/or restrictions shall not defeat or render  
 11 invalid the lien of any mortgage made in good faith and for value  
 12 as to said realty or any part thereof, but said conditions, covenants  
 13 and/or restrictions shall be binding upon and effective against any  
 14 subsequent owner of said realty.

15  
 16   
 17 Ragnar L. Carlson / Lila G. Carlson

18 Accepted:

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23 Parcel No. \_\_\_\_\_

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Page 4 - DECLARATION OF RESTRICTIONS

BEDDOE S. HAMILTON  
 ATTORNEY AT LAW  
 290 MAIN STREET  
 Klamath Falls, Oregon 97601