

DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS AND AGREEMENTS AFFECTING REAL PROPERTY KNOWN AS LAKEWOODS SUBDIVISION UNIT NO. 3 KLAMATH COUNTY, OREGON

This declaration made and entered into this 1st day of December, 1973, by FAYDREX, INC., an Oregon corporation, and

WHEREAS, FAYDREX, INC. is the owner of that certain tract of land in the county of Klamath, state of Oregon more fully described in book 20, page 20 of the Klamath county, Oregon book of plats, and

WHEREAS, FAYDREX, INC. is about to sell portions of the above described property which it desires to subject to certain easements, restrictions, covenants, charges and agreements between it and the purchasers of said property as hereinabove set forth.

NOW, THEREFORE, FAYDREX, INC., an Oregon corporation declares that all the lots situated on the above described property are held and shall be sold, conveyed, leased, occupied, hypothecated and held subject to the following easements, restrictions, covenants, charges and agreements between it and the purchasers of said property, their heirs, successors and assigns.

MUTUAL COVENANTS. All of said easements, restrictions, covenants, charges, and agreements shall be made for the direct mutual and reciprocal benefits of all the lots situated on the above described real property and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of all of the other lots and to create reciprocal rights and obligations between the respective owners of all of the other lots and to create privity of contract and estate and assigns

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and shall as to the owners of each lot, their heirs, successors and assigns operate as covenants running with the land to the benefit of the other lots situated on the above described real property.

TERM. The provisions and restrictions herein are to be and remain in full force and effect and binding upon the within described premises and the owners of any equity or title therein for twenty-five years from this date, subject however, that a majority of the owners of the lots may extend said restrictions for an additional period of ten years by recording a written consent to such effect any time prior to the original expiration date. The above time limitations shall not apply to any easements created by this instrument since it is intended that the easements shall be permanent in nature.

RESTRICTIONS AND COVENANTS.

1. All lots shall be used only for residential or homesite purposes, except as follows:

- A. Lot 32 block 1 may be used for a sales office site.
- B. Lot 30 and 31, block 1 may be used for water storage and pond-(lake) area.
- C. Lot 3 and 4 of block 5 may be used for community type service facility-store-service station, et cetera.

2. No commercial or business enterprises of any kind may be conducted on any of the above lots, except as provided herein. No advertising signs of any kind shall be allowed upon any of the lots except Faydrex, Inc. shall be allowed to place advertising signs for purposes of sale of lots and also the establishment of a sales office.

3. No living tree may be removed or cut other than necessary for the building site or roadway purposes.

4. All building setback lines between all lots is 20 feet except the frontage or rear of any lot adjacent to a public road shall be 50 feet as more particularly appears from

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the plat of said subdivision.

5. No lot shall be subdivided.

6. No building except one home or residence and the usual and necessary outbuildings thereto shall be erected on any one lot.

7. Each home or residence shall contain a minimum of 480 square feet of ground floor dwelling area in one building.

8. No camp trailers shall be permitted on any of the above described premises for a period in excess of four months in any one calendar year for use as a residence on the lot. Such camp trailers shall also comply with the setback restrictions set forth in paragraph 4.

9. All residences, homes, outbuildings and other structures to be constructed on any lot shall be with new material.

10. Mobile homes may qualify as a residence providing it is in good condition, modern, contains interior kitchen and bathroom facilities and meets all the requirements for residences set forth in these restrictions.

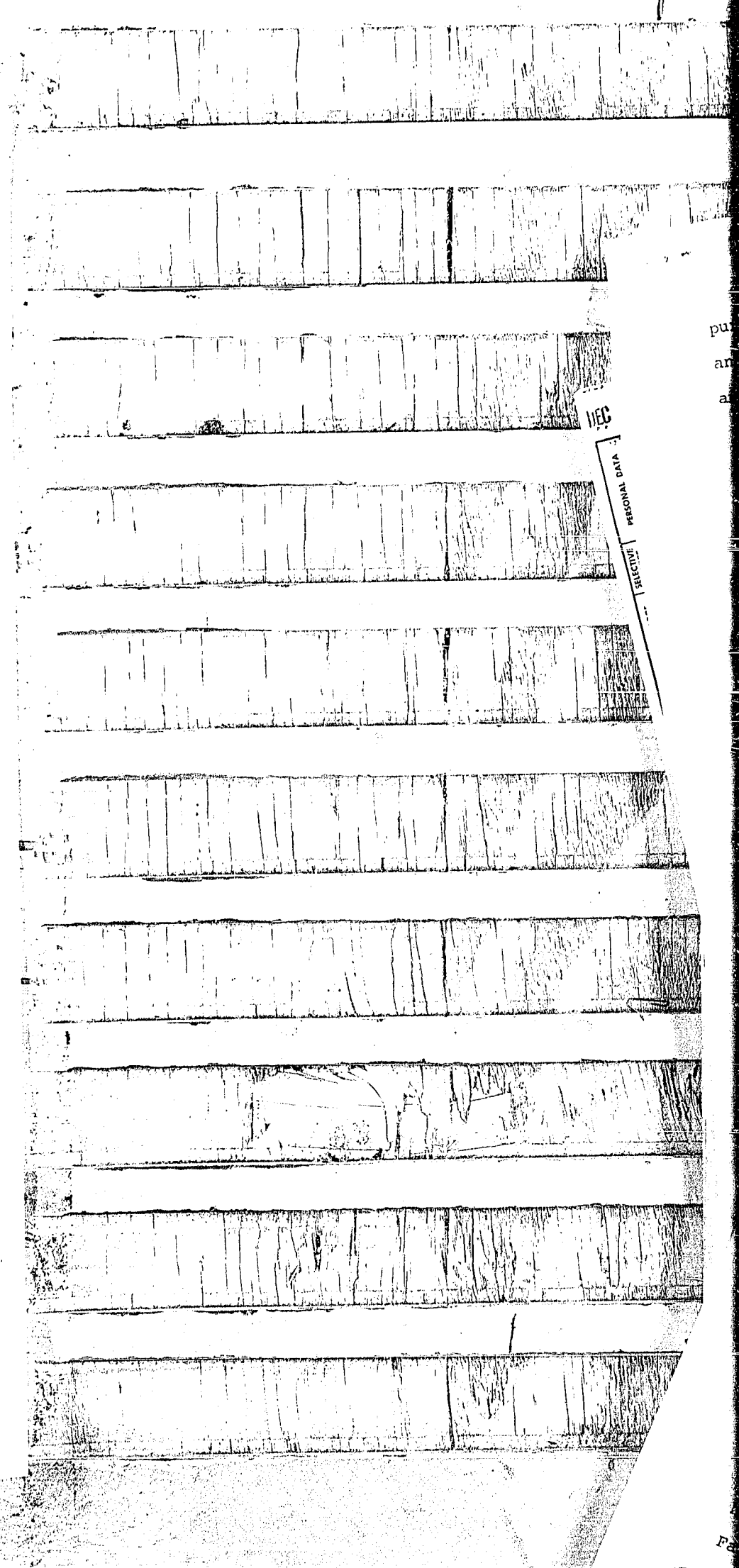
11. No hunting shall be permitted on any of said lots. No fire arms shall be discharged on any of said lots.

12. All power equipment used on said lots shall be muffled.

13. No wire fences are allowed except lot 30 and 31, block 1 if used for water storage or pond. All fences between the lots shall not exceed 24 inches height except corral fencing at the rear of the lots may be permitted at a greater height so as may be reasonably necessary to contain horses, except that horses shall only be allowed on lots 26, 27, 28, 39, 40 and 41, block 1 and lots 9 to 13, block 5.

14. No animals other than domestic household pets shall be permitted except horses on the lots described in restriction 13.

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15. No temporary housing shall be permitted on any lot except during the period of construction of a permanent residence not to exceed 120 days.

16. All fires for burning shall be done in a properly authorized season and pursuant to United States Forest Service and/or Klamath Forest Protective Service regulations. Fireplaces in all buildings shall have a heavy mesh screen permanently affixed thereto and a flue fine enough to prevent the passage of sparks. No outdoor fires other than for the clearing of ground shall be allowed except permanent fireplaces or fire pits which shall be in the center of an area with a 30 foot cleared radius of all inflammables and which shall have a water-hose connection within said area with 100 feet of hose and a sufficient water supply to operate said hose.

17. Before building a structure on any lot, approval must be obtained from the Klamath county health department or other appropriate public body for sewage disposal. No outside toilet shall be permitted on any lot.

18. Concrete pipe shall be used for all culverts required for driveway entrances.

19. In the event a majority of the lot owners desire electrical power from a public or private utility to service the lots in the subdivision, all the lot owners shall pay their proportionate share in advance for the cost of obtaining such power and provide all the necessary easements required for such power installation. In the event any property owner has failed to pay his proportionate share of such cost and any property owner, including Paydrex, has paid such property owner's share of such cost then such defaulting property owner is obligated to reimburse such paying property owner on demand, which shall constitute a lien against the defaulting property owner's property within such subdivision. Such lien shall be subject to strict foreclosure as provided for in the standard land sale contracts in Oregon. Such liens may be strictly

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foreclosed by the paying land owner.

20. No person shall suffer or permit any unlawful, unsightly or offensive use to be made of said premises nor will any person suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.

21. There shall not be stored, kept, maintained or permitted to be used on any portion of any said lots not fully enclosed by permanent building any old metal, broken down machinery or broken material commonly denominated as junk. All trash shall be removed immediately.

22. These restrictions may be amended by written approval of 75 percent of the property owners.

For the purpose of these restrictions a property owner is deemed to be the record owner of said property or if the property is sold under contract of sale then the purchaser thereof, whether recorded or otherwise shall be deemed the owner.

The owners of each lot shall be entitled to cast one vote per lot.

EASEMENTS. Each lot owner shall convey and transfer to any utility all easements requested by such utility or utilities to service any of the lots on the above described property. This easement is not subject to termination.

ACCEPTANCE OF RESTRICTIONS. All purchasers of real property shall by acceptance of contracts or deeds of any lot or lots shown thereon or any portion thereof, thereby be conclusively deemed to have consented and agreed to all of the terms and provisions hereof.

INVALIDITY. In the event any easement, restriction, covenant, charge or agreement hereinabove contained or any portion thereof is held invalid or void, by a judgment or court order, it shall in no way affect any other easements, restrictions, covenants, charges or agreements and the same

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shall remain in full force and effect. If any easement, restriction, covenant, charge or agreement herein contained is subject to the rule against perpetuities then such easement, restriction, covenant, charge or agreement is to be effective for 21 years from the date hereof unless sooner terminated by the provisions hereof.

VIOLETIONS AND PENALTIES. The violation of any of the easements, restrictions, covenants, charges or agreements herein contained shall give to the undersigned, his successors or assigns or any property owner in said tract the right to enter upon the property in which said violation or breach exist and summarily abate or remove at the expense of the owner any erection, thing or condition which may be or exists thereon contrary to the provisions hereof without being guilty of a trespass. As a result of any action or omission whereby any easement, restriction, charge or agreement is violated in whole or in part, it is hereby declared to be and constitute a nuisance and every remedy allowed against a nuisance either public or private shall be applicable against any such result. Such remedy shall be deemed cumulative and not exclusive and the persons entitled to enforce the terms and provisions hereof shall be entitled to prevail themselves of any other rights and remedies within law or equity. Failure by the undersigned and successors and assigns or any owner of property in said tract to enforce the terms and provisions herein contained shall not be deemed to be a waiver of the right to do so thereafter. In the event of any action, suit or appeal based on any violation of these restrictions, the prevailing party in such suit, action or appeal shall be entitled to be awarded reasonable attorneys fees the the court in addition to any other relief.

MORTGAGES. Nothing contained in this declaration shall be used to invalidate the lien of any mortgage or deed of trust prior to foreclosure; providing, however, that any

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purchaser, at any mortgage foreclosure sale or sales under any deed of trust, shall hold title subject to all the terms and provisions hereof.

IN WITNESS WHEREOF, FAYDREX, INC., pursuant to the resolution of the board of directors has caused its corporate seal and the signature of its president and secretary be affixed this day and year first hereinabove written.

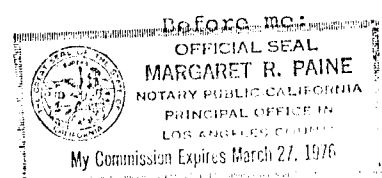
FAYDREX, INC.

President

Secretary

STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On December 1, 1973, personally appeared the above named Alvin M. Kurtzman, President, and Norman Levenson, Secretary of Faydrex, Inc., an Oregon corporation, and each of them execute the foregoing instrument as the voluntary act and deed of said corporation and each execute it in his capacity for said corporation.



Notary Public for California
My commission expires: March 27, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Steve Milne
this 3rd day of Dec. A.D. 1973 at 11:00 o'clock P.M., and
duly recorded in Vol. NT3, of books on Page 19619

Fee \$14.00

By W.D. MILNE, County Clerk
Lucia Quintola

Ret: Faydrex Inc.
1054 S. Riverside
Medford, Ore

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CA 14.00

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PERSONAL DATA	1. LAST NAME, FIRST	HOLLINGS
	2. DEPARTMENT	ARMY - I
	3. U.S. CITIZEN	XX YES
SELECTIVE SERVICE DATA	4. SELECTIVELY TRAINED	NA
OR DISCHARGE DATA	5. TYPE OF DISCHARGE	Disc
TRANSFER DATA	6. TYPE OF TRANSFER	Part
	7. U.S. CITIZEN	XX YES
	8. U.S. CITIZEN	XX YES
	9. U.S. CITIZEN	XX YES
	10. U.S. CITIZEN	XX YES
	11. U.S. CITIZEN	XX YES
	12. U.S. CITIZEN	XX YES
	13. U.S. CITIZEN	XX YES
	14. U.S. CITIZEN	XX YES
	15. U.S. CITIZEN	XX YES
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	17. U.S. CITIZEN	XX YES
	18. U.S. CITIZEN	XX YES
	19. U.S. CITIZEN	XX YES
	20. U.S. CITIZEN	XX YES