

FIRST AMENDED
DECLARATIONS OF RESTRICTIONS
OREGON SHORES SUBDIVISION-UNIT 2
TRACT 1113

WHEREAS, a Declaration of Restrictions of Oregon Shores-Unit 2, Tract 1113, was recorded on November 14, 1977 in Volume M77 Pages 22105-22113 in the office of the County Recorder of Klamath County, Oregon and the following supercedes said recorded document and whereas, the undersigned, Wells Fargo Realty Services, Inc., a California Corporation, as trustee for Perla Development Co., Inc., being the owners of record of all of the land located in Klamath County, Oregon, and known as Oregon Shores Subdivision-Unit 2-Tract 1113, according to the official plat thereof on file with the Klamath County Clerk; and Perla Development Co., Inc., an Arizona Corporation; and Oregon Shores Recreational Club, Inc., an Oregon non-profit Corporation, all being concerned with the development of said land and the enhancement and preservation of the attractiveness of said land for themselves and future homebuilders in said area:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENT, 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 Oregon Shores Subdivision-Unit 2-Tract 1113, and that all land therein contained is subject to the following:

1. LAND USE. All land in said Oregon Shores Subdivision-Unit 2-Tract 1113 shall be for residential use only except that land owned by the Oregon Shores Recreational Club, Inc. and described in that certain deed recorded in Volume M77 Pages 23757-23758 in the office of the County Recorder of Klamath County, Oregon and that certain deed recorded in Volume M77 Pages 23759-23760 in the office of the County Recorder of Klamath County, Oregon which may both be used for a private park; said park to be for the use of Oregon Shores Recreational Club, Inc. members only (and their guests) and that land owned by the Oregon Shores Recreational Club, Inc. and described in that certain deed recorded in Volume M77 Pages 23761-23762 which may be used for water well sites and water storage. Each lot shall contain only one residence and one guest house and no premises or any

buildings thereon shall be used or occupied for any purpose other than strictly residential purposes. Provided, however, that Lots 12 through 20 in Block 26 and Lots 1 through 31 in Block 27 may be used for commercial buildings if said building and lot conform with Klamath County Zoning Ordinances and Building Codes. The nature of the commercial activity that may be carried on therein shall be the sale of groceries, sporting goods, hardware items, drug store items and real estate.

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 except horses and only when said use conforms with Klamath County Zoning Ordinances.

No noxious or offensive activities shall be carried on upon any portion of Oregon Shores Subdivision-Unit 2-Tract 1113, nor shall anything be done upon any parcel thereof which may be or become an annoyance or nuisance to other owners and residents.

No rubbish or garage 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 Oregon Shores Subdivision-Unit 2-Tract 1113, or its assigns may use in the promotion of the 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 ten (10) feet from the side boundary line of said lot except that a corner lot shall be no closer than fifteen (15) feet therefrom. Any building on any lot shall be set back twenty-five (25) feet from the front property line and twenty-five (25) feet from the rear property line, except that an accessory building used for garage purposes, whether attached or detached to the main dwelling unit having direct access from a side street shall be located not less than twenty-five (25)

feet from a side property line abutting a street.

3. BUILDINGS. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one mobil home dwelling or one single family dwelling and one guest house, a private garage and such other out-buildings as may become necessary and which may be approved by the architectural committee of Oregon Shores Recreational Club, Inc. No dwellings with a floor area of less than 800 square feet, exclusive of open porches and garages, shall be permitted on any lot, except that a mobil home dwelling of not less than 750 square feet exclusive of hitches, shall be permitted on any lot except where mobil homes are hereinafter prohibited. Mobil homes, whether permanently attached on foundation, or with wheels or without wheels are prohibited on all of blocks 17A, 18, 20, 21, 22, and on Lots 1 through 26 and 43, 44, 45 of Block 19.

Before any building construction is started, the owner or his agent shall submit completed building plans including a plot plan to the architectural committee, which consists of the Board of Directors of Oregon Shores Recreational 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 basement, 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 Oregon Shores Recreational 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 Oregon Shores Recreational Club, Inc., a non-profit corporation formed for the purposes of preserving 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 generally or of said Club's successor.

The Oregon Shores Recreational Club, Inc., may levy assessments against its members to defray the expenses of the Club, but said individual assessments shall not exceed One Hundred Dollars (\$100) per year.

For the purposes of determining membership in the Oregon Shores Recreational Club, Inc., a landowner, shall be defined as a record owner of land within Oregon Shores Subdivision-Unit 2-Tract 1113 except that in the case of the sale of land by contracts, 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 Oregon Shores Recreational 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 and shall have one vote for each lot. The developer, PERLA DEVELOPMENT CO., INC. or its successor, will be a member to the extent of lots held by it and not sold under contract of sale.

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

5. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each member of the Oregon Shores Recreational Club, Inc., including the declarant to the extent of any lots held by declarant, hereby covenants, whether or not it shall be so expressed in their deed, to pay to the Oregon Shores Recreational Club, Inc. annual assessments or charges and assessments for capital improvements as approved by the Oregon Shores Recreational Club, Inc. membership.

The annual assessment and assessments for capital improvements if not paid within ninety (90) days of the due date, together with costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time the assessment fell due.

If any assessment is not paid within ninety (90) days after the due date, the Oregon Shores Recreational Club, Inc. may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas.

6. 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 Oregon Shores Recreational Club, Inc. and to abide by the rules and regulations of said Club as they shall from time to time be made.

7. ANNEXATION OF ADDITIONAL LAND. The subdivision covered by these Covenants, Conditions and Restrictions is Oregon Shores-Unit 2-Tract 1113, recorded on December 9, 1977 in Volume 21, Page 20, Official Records of Klamath County, Oregon.

The developer owns additional land adjoining Tract 1113 which additional land is described in Exhibit A attached hereto and made a part hereof and the Oregon Shores Recreational Club, Inc. owns additional land adjoining Tract 1113 which additional land is described in Exhibit B attached hereto and made a part hereof.

The developer and/or the Oregon Shores Recreational Club, Inc. intends to annex from time to time portions or the whole of said additional land to be covered by the same Covenants, Conditions and Restrictions and to become a part of Oregon Shores #2.

Such annexation shall be accomplished by recording in the Official Records of Klamath County, Oregon, a Declaration of Covenants, Conditions and Restrictions in substantially the same form as the Declaration governing Tract 1113 and describing the land to be annexed. Upon recordation of such a Declaration, the annexed land shall become part of Oregon Shores-Unit 2 as though it had been included therein from the beginning.

The developer and/or the Oregon Shores Recreational Club, Inc. may record a declaration annexing all or part of such additional land without the vote of the owners of the lots then included in the overall project Oregon Shores-Unit 2 so long as the declaration annexing the additional land is recorded prior to January 1, 1981.

A vote of 66 2/3 percent of the votes of the members of the Oregon Shores Recreational Club, Inc. shall be required for any annexation after January 1, 1981.

8. 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 Oregon Shores Subdivision-Unit 2-Tract 1113, as the same is particularly described in that subdivision plat of record with the Clerk of Klamath County, Oregon. Invalidation of any one of these restrictions shall not invalidate 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 unless amended by the vote of the owners of two-thirds (2/3) of the lots, until January 1, 1997, 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 any breach of any provision of these Restrictions shall give any person injured thereby, provided he is an owner or a contract buyer of land in said subdivision, and a member in good standing of the Oregon Shores Recreational 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 in violation. For each 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 thereupon 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 Oregon Shores Recreational Club, Inc. may take any legal action or do anything which could be done by an individual owner of land in this area.

EXHIBIT A

A tract of land situated in Section 17 and 18, T35S, R7EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the northerly boundary of Tract 1113-Oregon Shores-Unit 2, a duly recorded plat, said point being on the west line of Government Lot 10, of said Section 18, being $S00^{\circ}09'35''W$ a distance of 1797.96 feet from the $N\frac{1}{4}$ corner of said Section 18; thence $N00^{\circ}09'35''E$ 1797.96 feet to said $N\frac{1}{4}$ corner; thence $S89^{\circ}36'25''E$ 2647.14 feet to the section corner common to said Sections 17 and 18; thence $N89^{\circ}39'59''E$ 2645.75 feet to the $N\frac{1}{4}$ corner of said Section 17; thence $S00^{\circ}07'15''E$, along the east line of the $NW\frac{1}{4}$ of said Section 17, 1744.15 feet to the northwesterly right of way line of the Chiloquin-Williamson River Highway (State Secondary Highway No. 422); thence along said right of way line, $S35^{\circ}27'21''W$ 42.20 feet, along the arc of a curve to the left (central angle = $23^{\circ}40'00''$, radius = 602.96 feet) 249.06 feet, $S11^{\circ}47'20''W$ 603.81 feet to the northerly boundary of said Tract 1113-Oregon Shores-Unit 2; thence westerly following along the northerly boundary of said Tract 1113-Oregon Shores-Unit 2, to the point of beginning of this description, containing 361.16 Acres, more or less.

EXHIBIT B

A tract of land situated in Government Lots 3 and 6, Section 17, T35S, R7EWM, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the north line of said Section 17, said point being $S89^{\circ}39'59''W$ 962.93 feet from the $N\frac{1}{4}$ corner of said Section 17; thence $S42^{\circ}56'18''E$ 801.26 feet; thence $N67^{\circ}00'35''E$ 115.74 feet; thence along the arc of a curve to the right (radius point bears $S67^{\circ}00'35''W$ 270.00 feet, central angle is $22^{\circ}52'10''$) 107.77 feet; thence $S00^{\circ}07'15''E$ 334.92 feet; thence $S89^{\circ}52'45''W$ 188.68 feet; thence $N35^{\circ}02'38''W$ 919.48 feet; thence $S89^{\circ}39'59''W$ 134.98 feet; thence $N00^{\circ}20'01''W$ 228.55 feet to the north line of said Section 17; thence $N89^{\circ}39'59''E$ 178.43 feet to the point of beginning containing 6.95 acres. Pond Common Area.

A tract of land situated in Government Lots 11 and 14, Section 17, T35S, R7EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point which is located $S19^{\circ}45'53''W$ 1746.66 feet from the $N\frac{1}{4}$ corner of said Section 17; thence $S16^{\circ}16'19''E$ 307.48 feet; thence $S78^{\circ}12'40''E$ 200.00 feet; thence $S11^{\circ}47'20''W$ 260.00 feet; thence $N78^{\circ}12'40''W$ 200.00 feet; thence $S11^{\circ}47'20''W$ 200.00 feet; thence $N78^{\circ}12'40''W$ 100.00 feet; thence $S24^{\circ}19'04''W$ 209.02 feet to a point on a curve; thence along the arc of said curve to the right (radius bears $N24^{\circ}19'04''E$ 670.00 feet, central angle is $34^{\circ}38'55''$) 370.09 feet; thence $N55^{\circ}57'59''E$ 203.18; thence $N27^{\circ}18'59''W$ 285.49 feet; thence $N54^{\circ}57'22''E$ 527.31 feet to the point of beginning, containing 7.84 acres. Gravel Pit Common Area.

A tract of land situated in the $N\frac{1}{4}W\frac{1}{4}$ of Government Lot 8, Section 18, T35S, R7EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at a $\frac{1}{4}$ -inch iron pin which is $S43^{\circ}47'54''W$ a distance of 1352.85 feet from the northeast corner of said Section 18; thence $N50^{\circ}11'40''W$ 98.92 feet; thence northwesterly along the arc of a curve to the right (radius is 170.00 feet and central angle is $29^{\circ}41'40''$) 88.11 feet; thence $N52^{\circ}33'50''E$ 148.57 feet; thence $N65^{\circ}46'20''E$ 180.00 feet; thence $S48^{\circ}22'55''E$ 63.24 feet; thence $S00^{\circ}50'20''W$ 188.13 feet; thence West 84.54 feet; thence $S59^{\circ}23'23''W$ 134.43 feet to the point of beginning containing 1.38 acres.

Well Lot No. 1.

EXHIBIT B

(CONTINUED)

A tract of land situated in Government Lot 3, Section 17, T35S, R7EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at a ½-inch iron pin on the north line of said Section 17, from which the N¼ corner of said Section 17 is N89°39'59"E a distance of 431.30 feet; thence S89°39'59"W along said north line 219.32 feet; thence along the arc of a curve to the left (radius is 170.00 feet, and central angle is 42°36'17") 126.41 feet; thence S42°56'18"E 126.14; thence N47°03'42"E 120.00 feet; thence North 126.69 feet to the point beginning, containing 0.74 acres. Well Lot No. 2.

A tract of land situated in Government Lot 3, Section 18, T35S, R7EWM, Klamath County, Oregon being more particularly described as follows:

Beginning at the N¼ corner of said Section 18; thence N89°41'26"W 516.48 feet to the easterly right of way line of State Highway No. 427; thence S00°51'56"E, along said right of way 255.50 feet; thence East 511.91 feet to the east line of said Government Lot 3; thence N00°09'35"E 252.68 feet to the point of beginning, containing 3.00 acres. Parcel East of Highway No. 427.


A tract of land situated in Government Lots 3,4,5, and 6, Section 18, T35S, R7EWM, Klamath County, Oregon, being more particularly described as follows:

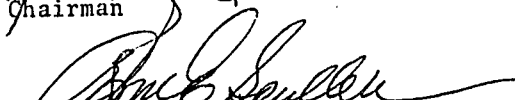
Beginning at a point being the intersection of the westerly right of way line of State Highway No. 427 and the north line of said Lot 3, said point being N89°41'26"W 576.48 feet from the N¼ corner of said Section 18; thence S00°51'56"E along said Highway right of way line, 796.00 feet; thence West 835.60 feet to a 5/8-inch iron pin; thence continuing West 4 feet, more or less, to the bank of Agency Lake; thence northerly along the said bank to the north line of said Lot 4; thence S89°41'26"E 3 feet, more or less, to the southwest corner of Latakomie Shores, a duly recorded subdivision; thence continuing S89°41'26"E 1022.14 feet to the point of beginning, containing 17.00 acres, more or less. Lakefront Common Area.

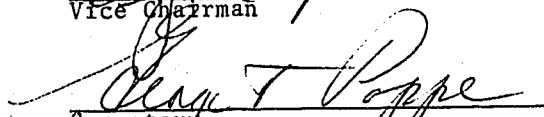
2685

WITNESS OUR HANDS on the date as set forth by our
signatures below.


OREGON SHORES RECREATIONAL CLUB, INC.

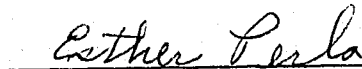

Chairman

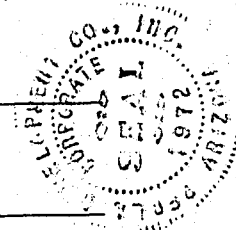

Vice Chairman


Secretary

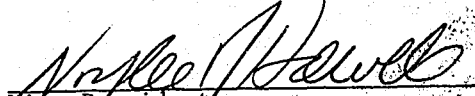
PERLA DEVELOPMENT CO., INC.

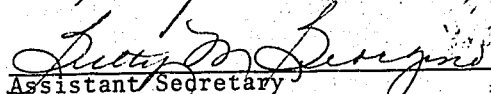

President


Secretary



WELLS FARGO REALTY SERVICES, INC.


Vice President


Assistant Secretary



(Corporation)
STATE OF CALIFORNIA) ss
COUNTY OF ORANGE)

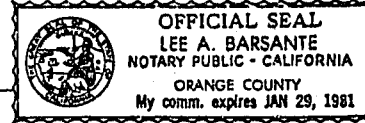
2686

On February 8, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Perla, known to me to be the Chairman, and George T. Poppe, known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Lee A. Barsante



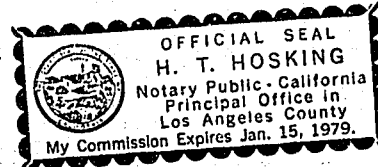
(Corporation)
STATE OF CALIFORNIA) ss
COUNTY OF LOS ANGELES)

On February 9, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Perla, known to me to be the President, and Esther Perla, known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

H.T. Hosking
H.T. Hosking



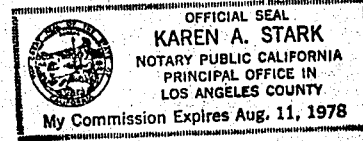
(Corporation)
STATE OF CALIFORNIA) ss
COUNTY OF LOS ANGELES)

On February 9th, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared *Robert M. Perla* known to me to be the Vice President, and *Esther M. Perla* known to me to be *Assistant Secretary* of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Karen A. Stark



(Corporation)
STATE OF OREGON) ss
COUNTY OF KLAMATH)

On February 19, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared Glenn E. Spuller, known to me to be the Vice Chairman of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Rudger Bisher

Return to
Robert M. Perla
1922 Stradella Rd.
Los Angeles, Ca 90024

-11-

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of February A.D., 1978 at 4:10 o'clock P.M., and duly recorded in Vol. M78 of Deeds on Page 2676.

FEE \$33.00

WM. D. MILNE, County Clerk
By *Bernice H. Astach* Deputy