

PINE RIDGE ESTATES - UNIT 1

DECLARATION OF CONDITIONS AND RESTRICTIONS AMENDED

1. That no person shall ever 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.
2. That no lot shall be used except for residential or summer homesite purposes.
3. No lot shall ever be subdivided, except Lot Number 10; that portion of which is contiguous to other lots shall be conveyed to buyers and owners of said contiguous other lots, subject to the easement heretofore granted other lot owners in said Lot 10. Those portions of Lot 10 which are conveyed to the buyers/owners of the above said other lots which are contiguous to said portions of Lot 10 shall not be separated from those and other contiguous lots.
4. That no building except one summer home or permanent residence and the usual and necessary out-buildings thereto, shall ever be erected on any one lot, with a minimum of 1,000 square feet. The building or buildings, electricity, plumbing and septic tank shall comply with State of Oregon regulations and building codes.
 - 4.A. All homes and necessary cut-buildings shall have roofs covered with harmonizing materials indigenous or sympathetic to the surroundings. Shakes or wood shingles are preferable, but other surfaces are acceptable if they are non-reflective materials possessing earth tone colors, such as cinders, dark gray, brown or black.
 - 4.B. All homes and necessary out-buildings shall have its exterior walls, trim and all fences be of wood; treated naturally or stained in such a manner as to blend with the surroundings, using the natural colors of the area.
5. That no building shall ever be erected within 20 feet of any exterior property line.
6. That no tree larger than 4 inches in diameter and 24 inches above the ground shall be cut. The positioning of homes, out-buildings, etc. will be in such a way as not to disturb the natural tree growth of the area.
7. That no animals other than dogs and domestic cats shall be permitted on the lots.
8. No hunting shall be permitted on any of said lots and no firearms may be discharged from any of said lots.
10. That all lots are for private recreational use only, and no person shall use his lot or lots for entertainment of or serving as host for or to groups, clubs and organizations.
11. That lot owners may permit guests to camp or pitch tents on their lots for a period of not more than two weeks at any one time; provided however,

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CONDITIONS AND RESTRICTIONS OF PINE RIDGE ESTATES

that such camping shall be done in a good and campmanlike manner. EXCEPT, that no camping is allowed on Lots 2 and 10.

12. That no temporary housing including mobile homes on foundations shall be permitted on any lot except during the period of construction of a permanent residence and in no event shall same be permitted for a period in excess of 90 days.

13. All fires for burning slash shall be done in the 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 in the flue fine enough to prevent the passage of sparks. No outdoor fires, other than for the clearing of ground, shall be allowed except in permanent fireplaces or firepits, 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 sufficient water supply and pressure to operate said hose.

14. All plans must be reviewed and passed by the Pine Ridge Estates Planning Committee before ground may be broken.

GENERAL PROVISIONS

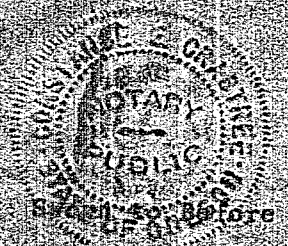
TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Judith R. Scherzer
Judith L. Scherzer
Owner-Developer
Pine Ridge Estates

Lot or Home Owner



Subscribed and sworn to before me this 10th day of April, 1977

Wm. D. Milne
Notary Public

Expires - June 12, 1981

Return to
Judith Scherzer
22555 Alfalfa Market Rd.
Brook, Or 97701

STATE OF OREGON; COUNTY OF KLAMATH; ss.
I, the undersigned, a Notary Public in and for the State of Oregon, do hereby certify that the foregoing instrument was presented to me for record on the 10th day of April, A. D. 1977 at 1:25 o'clock P. M., and the same was duly recorded in Vol. 178 of Deeds on Page 7509

Wm. D. MILNE, County Clerk
Bernice A. Hirsch

Fee \$9.00