

KNOW ALL MEN BY THESE PRESENT that,

WHEREAS, Cedar Trails Land Development Co., Ltd. is the owner of that certain real property situated in the County of Klamath, State of Oregon, more particularly described as:

CEDAR TRAILS, as same are shown on duly recorded plats ⁴/₁₀₈₃ in the Office of the County Recorder of said county -

WHEREAS, said Cedar Trails Land Development Co., Ltd. plans to sell said real property and desires in that behalf, for the benefit of itself and the several purchasers of lots or 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, Cedar Trails Land Development Co., Ltd. herein declares that all conveyances of lots or parcels comprised in the above described real property shall be made and accepted upon 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 lot therein, such conditions being as follows, to-wit:

1. All lots shall be described and known as recreational-residential lots.

2. No residential building shall be located nearer than forty-five (45) feet to the front or street lot line nor nearer than twenty-five (25) feet to any side or non-street lot line.

3. No noxious or offensive trade or activity shall be carried on upon any lot 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 lots, not fully enclosed by permanent buildings, any old metal, broken down machinery or broken material commonly designated as "junk". Stripping of automobiles shall be prohibited. All trash shall be removed immediately. All garbage shall be kept in flytight containers and removed weekly.

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

5. No dwelling shall be permitted on any lot which does not conform to the specifications and requirements of the Klamath County Building Code and Health Department.

6. No dwelling shall be permitted on any lot unless the area within its foundation, excluding porches and garages, exceeds 1350 square feet. By written approval from the Architectural Control Committee a two-story dwelling may have a ground floor area that is smaller provided that the total square footage exceeds 1350. All dwellings will include at least a two-car garage.

7. Sewage disposal shall conform to requirements of Klamath County Health Department and D.E.Q. There will not be permitted the construction or use of a privy or outside toilet upon any of said property.

8. Before any building, structure, wall, fence, sign or other advertising is erected or maintained upon any of said property, or any alterations made thereto, plans for the same, together with accompanying specifications shall be submitted to a committee to be known as the "Architectural Control Committee". which said committee shall consist of partners of Cedar Trails Land Development Co., Ltd. or a duly appointed agent of Cedar Trails Land Development Co., Ltd. In the event that approval or disapproval of such plans is not received within thirty days of submission to said committee, said plans shall be deemed to have been approved.

9. No signs, placards, signboards or billboards of any character, or any nuisance, or any building or structure, except as permitted by the Architectural Control Committee shall be erected, placed or maintained on any part of the property herein described; and, in the event of the violation of any of these conditions, the Architectural Control Committee may, in addition to any other right conferred by law, remove or abate the

same without any liability therefor. The Architectural Control Committee reserves the right to grant permission to erect buildings and/or signs of a temporary nature.

10. Tents, trailers or overnight camping for recreational purposes, are to be allowed on buyers own lots, and this shall be limited to thirty (30) days per year not to exceed sixteen (16) consecutive days in any 30 day period unless prior approval is received from the Architectural Control Committee.
11. For the purpose of establishing or building a dwelling, a camp trailer (or any residential trailer) will be allowed to be set on buyers lot(s) for not more than six(6) consecutive months. During such a period, the trailer or temporary residence will be allowed only so long as progress is apparent, or directed in some manner, towards the completion of the permanent residence. After a permanent residence is completed, camp trailers may be kept or stored on the property, but not used as a residence.
12. No commercial venture shall be allowed on any of the property herein.
13. Mass grading of a site will not be permitted. Permanent earth work shall be only that required for foundations and driveways. This shall mean that construction disturbances (i.e. for septic tanks, etc.) shall be restored as much as possible to the original grade. Grading for purposes of landscaping or terracing may be approved by the Architectural Control Committee.
14. Material and finishes: All garages or car ports must be finished with the same complimentary material as the exterior of the home. Aluminum or other reflective roof surfaces shall not be permitted and tar and gravel roof surfaces will be permitted only when aggregate is used in sufficient size and thickness to insure full coverage of base coats. No roll roofing material will be allowed as the exposed area of any roof. All exposed metal surfaces including flues, flashings, vents, pipes, etc., shall be painted to blend with exterior colors and be non-reflective.
15. No mobile homes, trailers, tents, garages, barns, out-buildings or structures of a temporary nature shall be used on any lot at any time as a residence, except as provided in paragraphs 10 and 11 above.
16. In order to preserve the natural wildlife and to maintain the safety of the people who establish residence in this subdivision, NO HUNTING will be allowed on any lot herein.
17. All property owners will join and maintain active membership in the Cedar Trails Home Owners Association. The purpose of said association is to collect and disperse money for the common maintenance of the roads and to administer any other responsibilities or interests common to the property owners within the Cedar Trails subdivision.
18. All driveway construction on individual lots shall be provided with appropriate culvert construction to avoid blocking roadside ditches and impairing the drainage ways therein. No owner or anyone claiming under, by or through any owner shall allow any obstruction of drainage ways on the said property.
19. All buildings and improvements of any kind shall be properly painted immediately after completion; shall be kept neat and clean and in no event shall the structure or premises create any unsightly or hazardous conditions. After commencement of any building, structure, fence or wall permitted hereby, the same shall be prosecuted to completion with reasonable diligence. In the event of the violation of any of these conditions, the Architectural Control Committee may correct same, or remove such hazard and the cost of such action shall be paid by the owner.
20. Diligent efforts to maintain the natural beauty of the premises shall be required. Approval and permits must be obtained from the Architectural Control Committee prior to the cutting of any trees measuring more than four (4) inches in diameter at a point measured three (3) feet above the ground; except, trees located within the area of the dwelling being built.
21. Each and all of the foregoing restrictions shall continue in force and effect until July 1, 1990 and shall thereafter automatically be continued in force for ten (10) year periods, unless a majority of the then property owners shall in writing modify, alter or abrogate said covenants, conditions and restrictions.

PROVIDED THAT, if any owner of any lot in said property, or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants, and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

PROVIDED, ALSO, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to said realty or any part thereof, but said conditions shall be binding upon and effective against any subsequent owner of said realty.

ACCEPTED: _____

CEDAR TRAILS LAND DEVELOPMENT CO., Ltd.

By Thomas D. Sunday

LOT NO. _____

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Thomas D. Sunday

on 3rd day of July A. D. 1978 at 9:44 o'clock A.M., on

filed recorded in Vol. M78, of Deeds on Page 14229

Wm D. MILNE, County Clerk

By Bernetha Adelsch

Fee \$9.00

Cedar Trails Land Dev. Co.
7640 - Cannon