

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

for the

EAST $\frac{1}{2}$ OF PLAT 1046
ROUND LAKE ESTATES SUBDIVISION

Round Lake Properties Inc., an Oregon Corporation, having an interest in those portions of Tract No. 1046, situated in the South $\frac{1}{2}$ of Section 7, Township 39S, Range 8E, W.M., platted and filed of record as "Round Lake Estates Subdivision", Klamath County, Oregon, do hereby and by these present, subject said subdivision, and the whole thereof, to the following Protective Covenants, Restrictions and Conditions.

NOW, THEREFORE, Subdivider hereby declares that the purpose of these covenants and restrictions is to insure the use of the property for attractive single-family residential purpose only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness of the property and its value for residential purposes will not be permitted.

LAND USE AND BUILDING TYPE

No lot shall be used except for single-family residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one half stories in height or 28 feet from plate to sill, together with a double private garage or carport, which garage or carport shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant.

Accessory buildings will be allowed provided they are located more than 50 feet from a street line. Such structures must generally conform to the architectural design and finish of the home proper and may not be used for living purposes. All such structures must be completed and painted within six months of first construction.

1. Building Location

- a. Must conform to local governmental body and building ordinances and restrictions.
- b. Each building shall be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other homes. No structure shall be closer than 15 feet from any property line.

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2. Fences and Hedges

- a. Must conform to local governmental body and building ordinances and restrictions.

3. Time of Construction

- a. All buildings constructed must be completed within twelve months from the date construction is commenced, exclusive of inside finish work.

4. Building Exteriors

- a. The use of new material on all exterior surfaces will be required, used brick will be permissible. It is desired that the exterior material used be indigenous to the Northwest, and all roofs will be cedar shake or composition.
- b. Exterior surfaces shall be finished with wood stain except that paint may be used for trim or accent panes, but in harmony with other residences.
- c. All metal framed windows and doors will be bronze anodized.

5. Mobile Structures

- a. No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuildings, shall be moved upon the premises, except modular homes constructed to conform with restrictions and covenants stated herein.

6. Size of Residence

- a. No residence shall be constructed of less than 1250 square feet of living space, exclusive of garages, porches and outbuildings. All garages will be of double size. Detached double garages or other outbuildings shall be constructed of quality materials, and have an appearance which will conform to the residence.

7. Driveways

- a. All driveways to be concrete or asphalt and there shall be no exceptions on any lot for gravel or cinders.

8. Landscape Timing

- a. All front yards shall be landscaped within six months after the exterior of a residence is finished. Landscaping shall be done in a professional looking manner.

9. Excessive Vehicles

- a. No disabled motor vehicles are to be on the property at any time. Motor vehicles parts are not to be left outside of garages or other buildings.

10. Nuisances

- a. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 23366

11. Temporary Structures

- a. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. Signs

- a. No sign of any kind, shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. Livestock and Poultry

- a. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. Garbage and Refuse Disposal

- a. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Terms

- a. 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 ten years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These restrictions may be voided by any action of eminent domain.

16. Enforcement

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

17. Severability

- a. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

18. SEE NOTE ON PAGE 4 *

IN WITNESS THEREOF, the undersigned, being the Subdivider herein,
has hereunto set its hand and seal this _____ day of August,
1979.

23367



Patrick J. Oliver
Round Lake Properties, Inc.

STATE OF OREGON,
County of _____)

Personally appeared on the _____, 19____.
aboved named _____

_____ and acknowledged
the foregoing instrument to
be _____
voluntary act and deed.
Before me:

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON, COUNTY OF Klamath) ss. Oct. 2, 1979.

Personally appeared Patrick J. Oliver
and _____ who, being
duly sworn, ~~each for himself and not~~
~~one for the other~~, did say that the
former is the President
president and that the latter is the
secretary of Round

Lake Properties, Inc. a corporation
and that the seal affixed to the fore-
going instrument is the corporate seal
of said corporation and that said
instrument was signed and sealed in
behalf of said corporation by authority
of its board of directors, and each of
them acknowledged said instrument to be
its voluntary act and deed.

Before me:

Dale Summala
Notary Public for Oregon
My commission expires: 9/23/81

*These conditions and restrictions cancel and supercede any previously recorded
conditions and restrictions.

gfo.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Klamath County Title Co.

this 2nd day of October A. D. 1979 at 3:54 clock P.M. and

fully recorded in Vol. M79, of Deeds on Page 23364

Wm D. MILNE, County Clerk

Fee \$14.00

Ret:

Round Lake Properties, Inc
447 N. E. Greenwood
Bend, OR 97701