

Protective Covenants, Restrictions and Conditions
for

Round Lake Estates Subdivision
A subdivision of Klamath County, Oregon

Round Lake Estates Ltd., and Round Lake Properties, Inc., an Oregon corporation.

Being the sole parties having an interest in those portions of Tract No. 1046, situated in the South 1/2 of Section 7, Township 39S, Range 8EWM, 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. All formerly recorded Protective Covenants, Restrictions and Conditions shall be valid and in effect unless herein amended.

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. Any-thing 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 25 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 25 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. Architectural Control Committee

(1) Membership: Appointment and Removal

The Architectural Control Committee, hereinafter referred to as the committee, shall consist of as many persons, not less than three, as the Declarant may from time to time appoint. The purpose of said committee shall be to insure that all recorded Protective Covenants, Restrictions and Conditions are complied with by all lot owners. Declarant may remove any member of the committee from the office at any time and may appoint new or additional members at any time. Declarant shall keep on file at its principal office a list of names and addresses of the members of the committee. A member of the committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such committee shall cease one year after completion of construction of all of the dwellings on all of the building sites within the property.

2. Building Location

- (1) Must conform to local governmental body and building ordinances and restrictions.
- (2) Each building shall be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other homes.
- (3) No building shall be closer than 5 feet to any lot line and 25 feet to any street. All proposed building location must be approved by the committee prior to building placement.

3. Fences and Hedges

- (1) Must conform to local governmental body and building ordinances and restrictions.
- (2) Fences and hedges shall be no higher than 36" when bordering a public right of way, and no higher than 60" when bordering another lot.

4. Time of Construction

- (1) All buildings constructed must be completed within 60 days from the date construction is commenced, exclusive of inside finish work.

5. Building Exteriors

- (1) 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.
- (2) All exterior surfaces shall be maintained in a good and clean condition.

6. Mobile Structures

- (1) All mobile homes must be installed in compliance with the current FHA requirements. If FHA requirements include the installation of a concrete pad for such structures all homes must be installed with a concrete pad.
- (2) No lot shall have a garage constructed thereon for more than two cars. The design and installation of garages or carports on any lot must be approved by the committee.
- (3) Each mobile home must be installed to meet county and state code.
- (4) All mobile homes must have composite roofs, unless an application for variance is requested and approved by the committee.
- (5) No mobile homes or any structure shall be erected on the conveyed property until the plans and specifications with the proposed site therefor have been submitted to and approved by the committee as to outward appearances and design, and a written permit issued therefor; provided, however, that if the approving authority fails to approve or disapprove such plans and specifications within 10 days after same have been submitted, or if no suit to enjoin the erection of such structures has been commenced prior to the completion thereof, such approval shall not be required.

7. Size of Residence

- (1) No residence shall be constructed of less than 960 square feet of living space, exclusive of garages, porches and outbuildings.

8. Driveways

- (1) All driveways must be constructed of concrete or asphalt.

- (2) All driveways must be completed within six months of initial occupancy.

9. Landscape Timing

- (1) 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.

10. Excessive Vehicles

- (1) 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. No lot shall have in excess of five (5) motor vehicles. No trucks larger than 3/4 ton shall be allowed without the prior written consent of the committee.

11. Nuisances

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

12. Temporary Structures

- (1) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be allowed on any lot at any time with the prior written approval of the committee.

13. Signs

- (1) 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.

14. Livestock and Poultry

- (1) 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.

the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof. Damages may include attorneys fees as set by the trial or appellate court.

20. Severability

- (1) Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 15 day of April, 1981.

ROUND LAKE PROPERTIES, INC.

ROUND LAKE ESTATES LTD.

By [Signature]
JOHN S. NOLAN, President

By [Signature]
ROBERT MORRIS, President

STATE OF OREGON)
County of Deschutes ss.
County of Multnomah)

Personally appeared before me on this 15 day of April, 1981, the within named John S. Nolan, President of Round Lake Properties, Inc., who made oath that the foregoing Covenants and Conditions was his free act and deed.

[Signature]
NOTARY PUBLIC OF OREGON

My Commission Expires: 8-4-84

STATE OF OREGON)
County of Deschutes ss.

Personally appeared before me on this 15 day of April, 1981, the within named Robert Morris, President of Round Lake Estates Ltd., who made oath that the foregoing Covenants and Conditions was his free act and deed.

[Signature]
NOTARY PUBLIC OF OREGON

My Commission Expires: 8-4-84

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Covenants and Conditions

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of April, A.D., 1981 at 3:49 o'clock P M., and duly recorded in

Vol M81of Deeds on Page 7558.

Fee \$ 17.50

EVERETT BERN

NOTARY CLERK

By [Signature] deputy

Ref:
K.C.T.