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TRACT 1203 - COUNTRY VILLAGE

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1. LAND USE AND BUILDING TYPE: All lots shall be used as single family residential and residential mobile home development.

2. TEMPORARY STRUCTURES: No structures of temporary character, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently.

3. FENCES: No fence shall exceed \_\_\_\_\_ feet in height on any lot of the lot.

3. FENCES: No fence shall exceed six (6) feet high on any portion of the lot.

4. NUISANCES: 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. The shooting of BB guns, air rifles, firearms or dangerous type weapons on the premises are prohibited.

5. MOBILE HOME RESTRICTIONS: All mobile homes must have a roof other than metal, shall be finished in wood or other non-metallic exterior, except for metal lap siding, and shall be recessed into the ground. No mobile home will be less than 840 sq. ft. Any single wide must have a full length awning not less than eight (8) feet in width and be roofed the same as the house. All out-buildings shall coordinate in color and materials with the main dwelling house. Nothing in this provision shall prevent the construction of a permanent dwelling house that is not less than 1000 sq. ft. and complies with all of the other provisions of these conditions and restrictions and the zoning and building codes of Klamath County, Oregon.

6. LANDSCAPING AND MAINTENANCE OF LOTS: All lots shall, at all times, be covered with grass or growing crops and/or landscaped, and no portion of any lot shall be left barren for more than sixty (60) days.

Each parcel, and its improvements, shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard or visual pollution.

1. DECLARATION OF CONDITIONS AND RESTRICTIONS

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7. LIVESTOCK AND POULTRY: All animals, livestock and poultry shall be kept in clean and sanitary condition and in a good husbandlike manner. No owner shall allow over grazing or over crowding on any lot. No pigs may be kept or raised on any lot, no more than 50 chickens or 50 rabbits may be kept or raised on any acre and no more than two other animals, such as sheep, cows, horses or goats may be kept on any acre, except that two acre lots will be allowed six animals. 3080

8. GARBAGE AND REFUSE DISPOSAL: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept, except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No parcel shall be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or which will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will or might disturb the peace, comfort or serenity of occupants of surrounding property. All lots must be maintained at all times to control and prevent grass and range fires upon the property.

9. COMPLETION OF CONSTRUCTION: All dwellings shall be completed within six (6) months after beginning of construction.

10. SIGNS: One sign of any type may be displayed to the public view on any lot. Size to be limited to not more than nine (9) square feet.

B. REMEDIES AND PROCEDURES:

1. ENFORCEMENT: These Declarations and Covenants may be enforced by the undersigned, or any owners of any lot in the subdivision.

Should suit or action be instituted to enforce any of the foregoing covenants or restrictions, after written demand for the discontinuance of a violation thereof, and any failure to so do, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation, shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as attorney's fees in said suit or action.

2. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming thereunder, however, they may be amended by two thirds of the property owners.

C. TRUSTEES OF COUNTRY VILLAGE:

1. THE BOARD: The Trustees of Country Village shall consist of a Board of three Trustees who shall be property owners, or the undersigned, or nominees of the undersigned. The initial Trustees shall be Theodore J. Paddock, Frank Rodriguez, Jr., and Debra A. Paddock.

Any Trustee may be removed from the Board for any reason by a majority vote of the Trustees. Trustees who are removed, die or resign, shall be replaced by a majority vote of the remaining Trustees. Trustees shall serve for an indefinite term. Successor Trustees shall be designated from time to time by recording a document indicating their replacement in records of the Klamath County Clerk in the same manner as this document is recorded.

2. DECLARATION OF CONDITIONS AND RESTRICTIONS

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2. DUTIES: The Trustees shall maintain and improve the roadways within Tract 1203 - Country Village.

3. ASSESSMENTS: The Trustees shall annually prepare a budget setting forth the necessary expenses to be needed to carry out their duties. This budget shall be mailed to each of the property owners for their informational purposes. Thirty (30) days after the mailing of the budget, the Trustees shall make an assessment for each lot by dividing the entire budget by the number of lots in the tract. The Notice of Assessment shall be mailed to each property owner with the notation that the assessment shall be due and payable within thirty (30) days. In the event a property owner fails to pay the assessment within said period, the Trustees shall file a Notice of Lien for Assessment in records of the Klamath County Clerk's office. Said Notice of Lien for Assessment may be foreclosed in the same manner as a construction lien, including the awarding of attorney fees.

4. LIABILITIES AND COMPENSATION: The Trustees shall not receive compensation for their services. The Trustees will not be individually liable for the acts done within the scope of their authority and in the event a claim is made by a third party on the actions or activities of the Trustees done within the scope of their authority, all property owners shall share in that responsibility.

CARRIAGE MOBILE HOMES, INC.

By: Shodan Paddock  
President

By: Debra A. Paddock  
Secretary

STATE OF OREGON )

County of Klamath )

ss.

On the 18<sup>th</sup> day of August, 1982, personally appeared THEODORE J. PADDOCK, who, being sworn, stated that he is President, and DEBRA A. PADDOCK, who, being sworn, stated that she is Secretary of Carriage Mobile Homes, Inc., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed. Before me:

Marlene J. Addington  
NOTARY PUBLIC for OREGON  
My Commission expires: 3-22-85

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 1st day of March A.D. 1983 at 12:01 o'clock P.M. and  
duly recorded in Vol. M33, of Deeds on Page 3079

EVELYN BIEHN, County Clerk  
By: Bernetha J. Detoch

Fee \$12.00

3. DECLARATION OF CONDITIONS AND RESTRICTIONS