

## DECLARATION OF RESTRICTIONS

Revised 5-25-89

## WILLIAMSON RIVER PINES SUBDIVISION TRACT 1201

WHEREAS, Fred W. Koehler, Jr. and Haril W. Newton, are the owners of that certain real property situated in the County of Klamath, State of Oregon, more particularly described as:

WILLIAMSON RIVER PINES SUBDIVISION TRACT 1201, hereinafter referred to as SUBDIVISION, as the same is shown on the duly recorded plats in the office of the County Recorder of said county;

and:

Whereas, said Fred W. Koehler, Jr. and Haril W. Newton plan to sell said real property and desire in that behalf, for the benefit of themselves and the several purchasers of said lots of real property to prescribe certain standards relating to the use and occupation of such real property;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned do hereby declare that the following reservations, conditions, covenants, restrictions, and agreements shall become and hereby are made a part of all conveyances, leases, or rentals of all property within the confines of said SUBDIVISION, and that all land therein contained is subject to the following:

1. LAND USE. Each lot in said SUBDIVISION, except Lot 4, Block 2, shall be used solely for residential purposes. No lot shall ever be subdivided nor shall any less portion than the whole thereof ever be sold, leased, or conveyed.

Said Lot 4, Block 2 is reserved for the benefit of the owners of all the other lots. An undivided 1/40th interest in said lot shall be conveyed to the purchaser of each of the other lots and said undivided interest shall never be sold, leased or conveyed except in connection with the sale, lease or conveyance of the dominant Lot to which it is servient, and said undivided interest shall be included in every sale, lease and conveyance hereafter made of said dominant lot. Said lot 4 may be improved with appropriate recreational facilities for the benefit of the owners of said dominant lots. Said lot shall be administered through the Williamson River Pines Owners Association described below.

Lots shall not be used for any purpose that would result in pollution of any waterway that flows through or adjacent to such property by refuse, sewage or other material that might tend to pollute the waters of any such stream or streams, or otherwise impair the ecological balance of the surrounding land.

No noxious or offensive activities shall be conducted upon any portion of the SUBDIVISION or shall anything be done upon any parcel thereof which may be or become an annoyance or nuisance to other owners or residents.

No burning of trash or garbage other than vegetative material being cleared from the land will be permitted.

No rubbish or garbage dumps or storage of junk shall be permitted on any lot.

No advertising signs except name plates of professional persons and "for sale" and "for rent" signs not exceeding eighteen (18) inches by twenty-four (24) inches shall be placed or maintained upon any of such property except for such other signs as the SUBDIVISION or its assigns may use in the promotion of the sale of any lot in the SUBDIVISION.

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Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

2. EASEMENTS. There is hereby reserved within each lot rights for appropriate easements over and upon and under each lot for the installation and maintenance of utility systems including but not limited to electric lines, telephone lines, water, sewer and gas mains.

3. SETBACK. No building on any lot shall be located closer than twenty (20) feet from the side boundary line of said lot. Any building on any lot shall be set back a minimum of fifty (50) feet from the front property line and twenty-five (25) feet from the rear property line.

4. BUILDINGS. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single family dwelling and one guest house, a private garage, and such other outbuildings as may become necessary.

Manufactured housing may be erected only on Lots 1, 2 3, 4, 8, and 9 of Block 1; and Lots 1 through 18 of Block 3. Such homes shall be permitted if (1) the wheels are removed and they are set on a concrete or masonry foundation; (2) they are constructed with natural or simulated natural wood siding with shingled roofs; (3) they are a minimum of twenty (20) feet in width; (4) they have been manufactured subsequent to 1985 and (5) they have the appearance of site-built homes.

Only site-built homes will be permitted on Lots 5, 6, and 7 of Block 1; Lots 1 through 10 of Block 2; and Lots 19 through 22 of Block 3.

Before any building construction is started, the owner or his agent shall submit completed building plans including a plot plan to the Archi-tectural Committee of the Williamson River Pines Owners Association; and shall not proceed with such construction until written approval of said plans has been given by said committee; provided however, that if said committee fails to approve or disapprove the design or location of a building as so submitted to the committee within sixty (60) days after said submission, then full approval thereof shall be deemed to have been given by said committee.

The exterior of all building shall be completed within one year from the time construction is commenced.

No structure of a temporary nature, basement, tent, shack, barn, or other building shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structure shall be moved or placed on any lot.

All driveways shall be provided with appropriate culverts to avoid blocking roadside ditches and impairing the drainageways therein. Site surface drainage shall not be so altered, constructed, accelerated or dammed so as to adversely affect any adjacent properties.

No owner shall allow any obstruction of natural drainageways on the said property.

Any damages suffered by any owner or possessor of a lot subject to these restrictions by virtue of any structure, fence, or improvement which interferes with a pre-existing easement across the premises shall be at said owner's or possessor's own risk.

Boundary fences, walls, and hedges must be kept in good condition and repair and kept down to a height which shall not unreasonably interfere with the light or view of other owners and residents.

A trailer or mobile home may be used as a temporary dwelling on the premises for a period of not longer than one year provided the owner is in the process of building a permanent structure in accordance with these restrictions.

5. **WATER SUPPLY.** All wells and water systems must have the prior approval of such governmental agencies as may have supervision or jurisdiction over water supplies and/or public health in Klamath County, Oregon. All water systems shall be constructed, used, and maintained in conformity and compliance with all applicable laws and regulations.

6. **ANIMALS.** None but the usual family pets may be kept on the premises and such pets shall not be allowed to create a disturbance or become a nuisance. No other livestock, poultry or fowls shall be kept or raised on any of the property.

7. **SEPTIC TANKS.** No sewage system shall be permitted on any lot unless the system is designed, located, and constructed within the requirements, standards and recommendations of all controlling public health authorities.

8. **WILLIAMSON RIVER PINES OWNERS ASSOCIATION.** The developer has, at his cost and expense, formed an association known as the Williamson River Pines Owners Association, hereinafter referred to as the ASSOCIATION, a non-profit organization formed for the purpose of preserving and enhancing the esthetic values of the area; providing recreational benefits for the landowners; and generally carrying on any activity designed to improve and maintain the area or to be of benefit to the owners in general. The ASSOCIATION shall establish the rules, regulations, and uses of Lot 4, Block 2 and shall insure that all public roads within the SUBDIVISION are adequately maintained, and to perform such other functions as the members of the ASSOCIATION shall determine.

The ASSOCIATION may assess its members to defray the expenses of the ASSOCIATION but said individual assessments shall not exceed One Hundred Dollars (\$100) per year, unless approved by at least two-thirds of the members.

All owners of land and contract buyers of land in said SUBDIVISION shall be members of the ASSOCIATION.

For the purposes of determining membership in the ASSOCIATION, a landowner shall be defined as a record owner of land within the SUBDIVISION except that in the case of the sale of land by contracts, the contract purchaser shall be a member in place of the record owner so long as his contract is enforceable. The spouse of an owner or a contract purchaser and all joint owners shall have the benefits of membership; however, only the owner of record or the contract purchaser shall be liable for the assessments and only one assessment may be made against joint owners of property. Each ownership of land, whether solely held, or held in common, shall have but one vote in the ASSOCIATION. In the event that a member is an owner or contract purchaser of more than one lot, such member shall be liable for one assessment for each of such lots and shall have one vote for each lot. The developer, or its successor, will be a member to the extent of lots held by it and not sold under contract of sale.

The name, Williamson River Pines Owners Association, wherever used in these Declarations of Restrictions shall mean Williamson River Pines Owners Association, its successor and/or any named club, organization or association hereafter formed for the purposes herein set forth.

9. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each member of the ASSOCIATION, including the declarant to the extent of any lots held by declarant, hereby covenants, whether or not it shall be so expressed in their deed, to pay to the ASSOCIATION annual assessments or charges and assessments for capital improvements and maintenance as approved by the ASSOCIATION membership.

The annual assessment if not paid within ninety (90) days of the due date, together with costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with costs and reasonable attorney's fees, shall also be the obligation of the owner of the property at the time the assessment fell due.

If any assessment is not paid within ninety (90) days after the due date, the ASSOCIATION may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the property.

10. OWNERSHIP. None of said land or any part thereof shall be sold to nor owned by any person who does not agree to membership in the ASSOCIATION and to abide by the rules and regulations of the ASSOCIATION as they shall from time to time be made.

11. ENFORCEMENT OF RESTRICTIONS AND COVENANTS. It is the intent of the declarants that each of the restrictions herein contained is intended to apply to all of the land in the SUBDIVISION. Invalidation of any one of these restrictions shall not invalidate any of the other restrictions, which the parties do hereby declare shall remain in full force and effect.

These restrictions shall be covenants running with the land and shall be binding upon all of such land and all parties and persons owning or having an interest in said land unless amended by the vote of the owners of two-thirds (2/3) of the lots, until January 1, 2001, except that the easements for utilities set forth in Section 2 shall be perpetual. Such restrictions shall be automatically continued in force and effect for successive ten (10) year periods thereafter, unless by a majority vote of the owners of all such land, it is agreed to change the said covenants in whole, or in part.

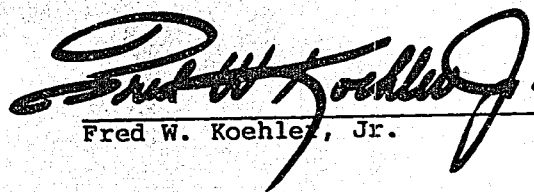
The declarants further covenant and agree that any breach of any provision of these Restrictions shall give any person injured thereby, provided he is an owner or a contract buyer of land in said SUBDIVISION, and a member in good standing of the ASSOCIATION, the right to compel performance of these covenants and restrictions and to abate and remove at the expense of the owner or owners of the offending property, any structures in violation. For each such purpose, any such person so injured shall have the right to enter upon the offending premises and to abate and remove at the expense of such offending owner or owners, any nuisance, thing or condition, which may be thereupon contrary to the true intent and meaning of these restrictions, or any of them, and the person so entering shall not thereby be deemed guilty in any manner of trespass.

For the purpose of enforcing the covenants, the ASSOCIATION may take any legal action or do anything which could be done by an individual owner of land in this SUBDIVISION.



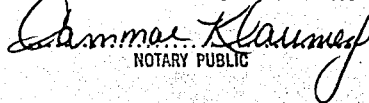
(5)

WITNESS OUR HANDS on the date as set forth by our Signatures below.

  
Fred W. Koehler, Jr.

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20th DAY OF June, 1989.

  
NOTARY PUBLIC

  
Haril W. Newton



CAMMAE KLAUMENZER  
Notary Public - State of Nevada  
Appointment Recorded in Clark County  
MY APPOINTMENT EXPIRES FEB. 23, 1993

STATE OF OREGON,

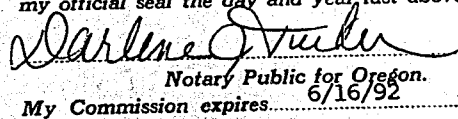
County of Klamath } ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 13th day of September, 1989  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named FRED W. KOEHLER, JR.

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

  
Notary Public for Oregon.  
My Commission expires 6/16/92

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Fred W. Koehler, Jr. the 13th day  
of Sept. A.D., 19 89 at 4:11 o'clock PM., and duly recorded in Vol. M89,  
of Deeds on Page 17274.

FEE \$28.00

Evelyn Biehn County Clerk  
By Darlene Tucker

Return: M.T.C.-Attn: Kristi