

RESTRICTIONS ON USE AND OCCUPANCY OF  
CERTAIN PROPERTY OWNED BY LEISURE LODGE, INC  
IN KLAMATH COUNTY, OREGON

WHEREAS, LEISURE LODGE, INC., a California corporation, is the owner of the following described property: Leisure Woods, Tract No. 1074, 1119, Klamath County, Oregon.

WHEREAS, it is the desire and intention of the owner to sell the property described above and to impose upon mutual beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract, and the future owners of those lands;

NOW, THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands or any part thereof.

1. RESTRICTIONS ON LAND USE

A. No lot shall be used except for residential purposes.

B. Constructions of any dwelling upon any lot shall be completed, including exterior decoration, within one year from the date of the commencement of the construction. The finish of the interior of such structure is not included in this restriction.

C. Only one detached single family dwelling, garage, and other out-buildings incidental to residential use will be permitted to remain on any lot. Metal roofs and exterior walls of metal are permitted, provided such materials are painted and finished in harmonizing colors.

Tents, Trailers, and Mobile Homes will be allowed on any lot or lots, providing that they do not remain for more than nine months in one calendar year. Any other structure of temporary nature is not permitted.

D. No building or any part thereof shall be erected, maintained, or used on said premises for flats, apartments, manufacturing or commercial purposes. No building shall be moved on any lot unless it meets the requirements set forth. No noxious or offensive trade 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. Parking of heavy duty vehicles on lots or on streets shall be deemed a nuisance.

E. No livestock, poultry, rabbits, or any kind of animal other than a riding horse or domestic pets shall be kept on any part of said property. No dogs, cats, or other household pets shall be kept for any commercial purposes.

F. Minimum building setback will be 75 feet from front lot line except lots with 15% or more incline or decline slope which will be 15 ft. with 25ft. minimum side yards.

G. No dogs allowed loose to disturb wildlife.

H. No fencing allowed on property lines of a nature to interfere with wildlife free passage. Fencing allowed only 20ft. from building for protection from vandalism.

## 2. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered upon any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of the workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevation.

The Architectural Control Committee is composed of three officers and/or directors of Leisure Lodge, Inc. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed under this covenant. At any time following the five years from the date of recording of these restrictions, the then record owners of the lots which are subject to the restrictions and covenants herein set forth may designate in writing, duly recorded among the land records, their authorized representative who will thereafter have all the powers and be

subject to the same limitations that were previously delegated to the aforesaid committee.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fail to approve or disapprove within thirty(30) days after plans and specifications have been submitted to them, or in any event if no suit to enjoin the construction has been commenced before completion, approval will not be required and the related covenants will be deemed to be complied with.

### 3. TERM OF RESTRICTIONS:

These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five years from the date these covenants and restrictions are recorded, at which time the covenants be automatically extended for successive periods of ten years unless an instrument assigned by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

### 4. GENERAL PROVISIONS:

A. If the parties hereto, or any of them or their assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damage or other dues for such violation.

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

C. Easements for all installation and maintenance or utilities, drainage facilities or pedestrian walkways are reserved as shown on recorded plat.

### 5. SIGNS:

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No signs or any other advertising device shall be erected or maintained upon any part of the said property; except that: 1. A sign not larger than 18 x 24 inches, advertising that property for sale or rent, may be erected and maintained; 2. Declarants may erect and maintain on said property such signs, buildings and advertising devices as may seem necessary and proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property.

All conveyance of land situate in Leisure Woods, Tract No. 1074,1119, Klamath County, Oregon made by the dedications, or either of them, and by all persons claiming by, through or under them shall be subject to the foregoing restrictions, and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every instrument of conveyance shall likewise be deemed to grant and reserve whether or not the same be declared therein, mutual and reciprocal easements over and across all lands situate within three (3) feet of the side and rear lines of each property line for the installation and maintenance of all public and related utilities.

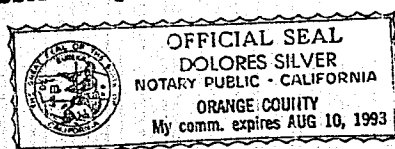
LEISURE LODGE, INC.

By *[Signature]*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal this 29th day of December, 1989.

*[Signature]*  
Notary Public for California

My Commission Expires: Aug. 10, 1993



Return to: Leisure Lodge Inc.  
13431 Flower St.  
Garden Grove, Ca. 92643

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 2nd day  
of Jan. A.D., 19 90 at 1:36 o'clock P M., and duly recorded in Vol. M90,  
on Page 30  
of Deeds  
Evelyn Biehn County Clerk  
By *[Signature]*

FEE

\$23.00