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**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF LEISURE WOODS, TRACT 1074-1119**

THIS DECLARATION, made on the date hereinafter set forth by Leisure Lodge, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in The County of Klamath, State of Oregon, which is more particularly described as:

Tract 1074 - 1119 Leisure Woods, as platted and recorded in Klamath, Oregon Platt Records, in Klamath County, Oregon, including the plats, if any filed heretofore within Tract 1119, and any subsequent plats filed on property within Tract 1119, Leisure Woods.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Leisure Woods of Leisure Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Tract 1074-1119" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the reconveyance of the first Lot is described as follows: Leisure Lodge Replat of Tract 1074-1119 as platted and recorded in Volume M90, Page 30 in Klamath County, Oregon Plat Records, in Klamath County, Oregon. Common area is transferred subject to easements, conditions, and restrictions of records.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Leisure Lodge, Inc., its successors and assigns if such successors and assigns should acquire more than three undeveloped Lots from the Declarant for the purpose of development.

Section 7. "Improved Lot" shall mean with dwelling thereon.

Section 8. "Living Unit" shall mean any portion of structure intended for use occupancy or ownership as a residence by a single family.

Section 9. "Leisure Woods Association" shall mean and refer to Leisure Woods Homeowner's Association, its successors and assigns, as established by the Leisure Woods I Declaration of Covenants, Conditions and Restrictions, as amended, the amended version having been recorded in Klamath County Oregon Deeds of Rec.

Section 10. "Association Directors" shall consist of three members of Leisure Lodge, Inc. board of directors until 60% of lots are sold.

Section 11. "Association" shall hire a Secretary-Record Keeper to maintain records of all Association business and meetings.

ARTICLE II PROPERTY RIGHTS

Section 1. Members' easement of enjoyment. Every member of the Association shall have a right and easement of enjoyment in and to the common area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject, however, to the following provisions:

- a) The right of the Association to limit the number of members permitted to use the Common Areas;

- b) The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Areas;
- c) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Areas and facilities for such purposes, and the rights of any mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- d) The right of the Association to suspend any member's voting rights and/or right to use of any of the recreational facilities owned by the Association for any period during which any assessment against said member's property remains unpaid; and for a period not to exceed ninety (90) days for each infraction of its published rules and regulations;
- e) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking and household pets.
- f) The right of the Association to dedicate or transfer all or any part of the Common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No instrument for such dedication or transfer has been recorded.

Section 2. Members' Additional Easements of Enjoyment. Every member of the Association shall have a right and easement of enjoyment in and to the common areas established by the amended Leisure Woods I Declaration of Covenants, Conditions and Restrictions and shall have all rights and easements of enjoyment in and to the common

areas thereby established, and shall be members of the Leisure Woods Association subject to the following provisions:

- a) Such easements of enjoyment and membership in the Association shall be in accordance with the terms, Conditions and provisions of the amended Leisure Woods I Declaration, Covenants and Restrictions;
- b) All members shall thereby become responsible for all assessments made by the Leisure Woods Association and the covenants and restrictions established by the amended Leisure Woods I Declaration, Covenants, and Restrictions shall constitute covenants running with the land and shall be both personally binding upon all owners as defined herein and all lots as defined herein.

Section 3. Delegation of Use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Directors, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers, providing they reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such a lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of

either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(b) on July 1, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, 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 such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Each owner of a lot will be assessed for the cost of all utilities as prorated per lot cost; to be paid in quarterly installments to the "Association" as agreement will specify in sale contract on escrow instructions for each lot sale, and if not so paid, becomes a lien on the lot for the "Association". The utilities may include water, electric, sewer, telephone, T.V. Cable, etc. Each lot owner owns his share of the utilities and the Association which is a tax exempt asset for the entire project.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusive to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes and condos situated upon the properties.

Section 4. Maximum Annual Assessment. Until January 1 of the year 1993, the maximum annual assessment shall be Twelve and No/100 Dollars (\$12.00) per month per lot.

- a) From and after July 1 of the year 1993, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- b) From and after July 1 of the year 1993, the maximum annual assessment may be increased above 5% by a majority vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and notify all owners 30 days prior to the date any increase in assessments are to become effective.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and property related thereto, provided that any such assessment shall have the assent of a majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty per cent (50%) of all the votes of each class of membership shall constitute quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed as a uniform rate called the "Basic Rate", except that unimproved Lots shall be exempt from assessment until January 1, 1995, and shall thereafter be assessed by "Basic Rate". In addition, costs related to particular types of residential structures shall be assessed uniformly to all structures of that type, as determined by the Board of

Directors. Such additional costs shall be assessed in addition to the "Basic Rate" set forth in Article IV, Section 3 above. Such special costs may include maintenance of private streets, exterior maintenance, and similar special costs.

Section 8. Date of Commencement of Annual Assessments; Due Dates: The annual assessments for herein shall commence on the first day of the month following the conveyance of the first lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specific Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within ninety (90) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. 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 common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) reserved utility easements (d) all other properties owned by the Association.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape,

height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board and shall include the President of Leisure Lodge, Inc. The Architectural Committee will accept signature and seal of approval of President of Leisure Lodge, Inc. in lieu of Committee's signature. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, provided applicant notifies committee that he has not received a determination and gives committee ten additional days to act.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the home upon the properties and placed on or immediately adjacent to the dividing line between the Lot owned by different persons shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of Law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners whose Lots abut such wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful act or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, in addition to any liability for consequential damages.

Section 5. Right to Contribution Runs with Land. The right of any owner to

contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. Any dispute concerning a party wall or any provisions of this Article shall be arbitrated. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all arbitrators.

Section 7. Encroachments. If any portion of a party wall or other part of a building or structure, including but not limited to roof overhangs, porches and fireplaces, now or hereafter constructed upon said property encroaches upon any part of the Common Area or upon the Lot or Lots used or designated for use by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon the Declarant and upon all present and future owners of any part of said property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining the same; in the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each dwelling unit and Lot for the benefit of the Association and adjacent owner or owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repair and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall

run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by a majority of the Lot Owners. (The majority of the lot owners shall be determined pursuant to the voting rights established by Article III, Section 2 above.) Any amendment must be recorded.

Section 4. Annexation of Additional Property. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of member, except additional lands within Sections 7-18, Klamath County, Oregon, may be annexed by the declarant without the consent of members within 10 years of the date of this instrument.

Section 5. Rights of Mortgagees Relating to Maintenance. At any time that any part of the Common Area, or any other part of said property or any living unit or building or improvement located thereon is not properly maintained and kept in good order and repair by the Association or otherwise, to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of said property, then the record owner of any mortgage or deed of trust upon any part of said property or living unit or building located thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the mortgagor-owner of such property as a member of the Association to vote at all regular and special meetings of the members of the Association for a period of one year following the date of such notice. During said period of time such mortgagees shall be given notice of all regular and special meetings of the Association, the owner-mortgagor shall receive such notice also and may attend such meetings as an observer. Said notice shall quote this paragraph and shall be sent by Certified United States mail, return receipt requested, to the owner-mortgagor, a copy by regular mail to the Association, at the last known address of each.

Section 6. Insurance. The owner of every building located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof. The Association shall obtain such insurance (with the proceeds payable to the owner, any mortgagees and to the Association as their respective interest may appear). All owners shall participate in, and bear a prorata share of said blanket coverage. The Association shall assess the cost of such insurance against the owner, and such assessment shall become a lien and collectable and enforceable in the same manner as all assessments provided for herein.

Section 7. The provisions contained in this Declaration shall bind and inure to the

benefit of and be enforceable by Declarant, the Association and the owner or owners of any portion of said property and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

Section 8. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Leisure Lodge, Inc. alone, so long as it owns any interest in any portion of said property.

ARTICLE VIII EXTERIOR MAINTENANCE

Section 1. Maintenance of Common Areas and Exterior Maintenance. The association shall maintain or provide for the maintenance of the Common Areas, including improvements to said Common Areas, and in addition, the Association shall provide exterior maintenance upon and for each Lot or Condo subject to assessment hereunder, including, without being limited to, the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees shrubs, grass, landscaped areas, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for such maintenance or repair is caused through the willful or negligent act or omission of the Owner, his family, tenants, guests, or invitees, the cost of such maintenance or repairs may, in the discretion of the Directors be added to and become a part of assessment to which such lot is subject, and lien and enforceable in the same manner. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes other than normal wear from use and the elements shall be the responsibility of each owner and not included in the maintenance provided by the Association, but the Association reserves the right to replace the exterior of any structure damaged or destroyed from whatever cause and the cost of such repair or replacement may, in the discretion of the Directors, be added to and become a part of the assessment

to which such Lot is subject, and become a lien and enforceable in the same manner.

Each owner shall be responsible for maintaining and keeping in good order and repair the interior of his own dwelling, including and garage or yard within lot lines.

ARTICLE IX USE RESTRICTIONS

The following restrictions shall be applicable to the real property described above and shall be for the benefit of and limitations upon all present and future owners of said property, or of any interest therein:

Section 1. All owners are members of the Association and entitled to an equal share in the rights and interest and privileges and obligations as such, including the right to use all recreational and other Common Areas owned by such Association subject to the rules and regulations and restrictions applicable thereto.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other tame, domestic household pets, provided that such household pets are not permitted to run loose and are not kept, bred or maintained for any commercial purpose, and do not create objectionable odor or noise. Dogs must be leashed at all times when on common property. Corrals and stables will be set aside in a separate area for use of owners for horses.

Section 3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garage or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, odorless and sanitary condition. Any vehicle or appliances not in running order will be considered abandoned and will be removed by the Association at the Lot owners expense.

Section 4. No noxious or offensive conditions shall be permitted upon any part of said property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Unit occupants shall exercise extreme care about making noise or the use of musical instruments, radios, televisions and amplifiers, and motorized vehicles, that may disturb other owners.

Section 5. No trailer, camper-truck, tent, garage, barn, shack, or other out-building shall at any time be used as a residence temporarily or permanently on any part of said property.

Section 6. Parking of boats, trailers, motorcycles, motor vehicles not operated in regular family use, trucks, truck-campers and like equipment shall not be allowed on any

part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Board of Directors. All other parking of equipment as above described, shall be prohibited except in such areas as may be prescribed by the Directors for such parking, for which the Directors may assess a parking fee and limit the use and duration thereof. The authority of the Section shall not be construed as a requirement that the Directors provide such parking areas.

Section 7. Signs and Fencing. Unless written approval is first obtained from the Board of Directors, no sign of any kind shall be displayed to the public view on any lot or building on said property except signs used by the developer to advertise the property during the construction and initial sales period. All other signs, including real estate broker signs, or owner signs advertising the property for sale or rent, are strictly forbidden. An automatic assessment of not less than \$10.00 for each day a non-conforming sign is displayed to public view may be assessed by the Homeowners Association to any owner in violation of this covenant and shall constitute a lien upon the property. All other signs of any nature such as "Trespass," "Special Access," or "Construction," shall be approved in writing by Board of Directors. No property line fencing of any type will be permitted. Small enclosed areas connected to dwelling may be approved by Board, in writing, only so as not to impede passage of wild life.

Section 8. All Common Areas are to be maintained by the Association and no owner shall make changes in landscaping; removal or trimming of trees, lawns or shrubs will not be permitted without written authorization by the Board of Directors.

Section 9. All walks and streets are for the use of Association members on an equal basis, subject to reasonable rules and regulations promulgated from time to time in writing by the Directors. It shall be the responsibility of each member to allow maximum ease of pedestrian and vehicular ingress and egress over walks, streets and driveways. Automobile parking in front of garages, in the driveways, on sidewalks or obstruction or barrier to any access which would interfere with any other members' use is strictly prohibited.

Section 10. Exterior painting, maintenance, and roof repair or replacement will be performed by the Association on Condo Lots only. Owners are expressly prohibited from painting or changing the exterior of any building, garage, fence, or wall without written permission of the Board of Directors.

Section 11. No unit owner, resident, or Lessee shall install wiring for electrical or telephone installations, television or radio antennas, grills, machines or air conditioning

units, or similar devices on the exterior of the structures that protrude through the wall or the roof of the building except as authorized in writing by the Board of Directors.

Section 12. Association Directors will have jurisdiction over activities permitted on the Common use area. All disputes, complaints or matters of change in existing or future use restrictions will be submitted to the Association Directors for arbitration or regulation.

Section 13. No party wall shall be altered so as to diminish the fire resistance, sound transmission or structural capabilities of said wall.

Section 14. There shall be no storage of material of any kind in the parking areas.

Section 15. Other than the Common ground, no Lot shall be used except for single family residential purposes and no building shall be erected thereon except single family dwellings, garages, and car ports.

Section 16. Article IX, Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17 and Article V shall not be applicable to the original developer and builder, Leisure Lodge, Inc., or the builder's agent, during the construction and sales period. Leisure Lodge, Inc. shall have the right to assign one or all of their rights under this covenant to another builder or developer.

Section 17. When these covenants do not cover a situation, the rules and regulations of the County of Klamath shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two is to be used. The decision of the Board of Directors shall govern in determining which rule is the strictest.

ARTICLE X EASEMENTS

All conveyances of land situated in the said property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions, and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve whether or not the same be declared therein, mutual and reciprocal easements over, under and across all of the Common Areas of said property for the purpose of traveling by foot or conveyance or resting or otherwise being thereon, and over, under and across all portions of said property (except those portions thereof actually intended to be occupied as living space in any building now or hereafter located upon said property and specifically including, without being limited thereto, the interior of party walls, attic crawl spaces and the area below the living space in any living unit), for the purpose of building, constructing and maintaining

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underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio and television antennae and cables, and other utilities and service now or thereafter commonly supplied by public utilities or municipal corporations and upon all Common Areas for constructing and maintaining thereon streets, driveways, community and recreational facilities, ornaments and statues, swimming pools, tennis courts, lawns, landscaping and planted areas thereon; all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by recorded covenants and restrictions, recorded as hereinabove provided, and their tenants, contract purchasers and guests; said easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing said right of use, as promulgated from time to time by the Directors of the Association in the interest, maintenance and to the extent reasonable necessary to perform other services as required by the Associations' members when voted and approved by sixty percent of membership.

Date: 10-26-92

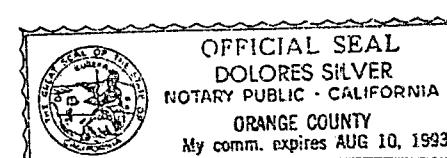
Leisure Lodge, Inc.

By Emery H. Owens
Emery H. Owens, President

Phone: (714) 636-1280
13431 Flower Street
Garden Grove, CA 92643

CORPORATION

STATE OF CALIFORNIA } SS.
COUNTY OF ORANGE }
On this 26th day of OCTOBER, in the year 1992
before me, the undersigned, a Notary Public in and for said State, personally
appeared EMERY H. OWENS, *
and
☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the persons who executed the within instrument as
the president and secretary respectively
of the corporation therein named and acknowledged to me that the corporation executed it pursuant to its by-laws or a resolution of its board of directors.



(This area for official seal)

Signature Dolores Silver
T-716 NOTARY PUBLIC IN AND FOR SAID STATE
Dolores Silver

Page 15 - Declaration of Leisure Lodge, Inc.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Leisure Lodge Inc. the 10th day
of Nov A.D., 1992 at 10:54 o'clock A M., and duly recorded in Vol. M92,
of Deeds on Page 26591.
Evelyn Biehn County Clerk
By Dolores Silver

FEE \$ 100.00