

DECLARATION OF JUNIPER RIDGETRACT 1274 IN KLAMATH COUNTY, OREGON

FREDRICK W. FAHNER and JESSIE P. FAHNER are the owners and developers of all of the real property designated as JUNIPER RIDGE, Tract 1274 situated in the SE1/4 NW1/4 and the NE1/4 SW1/4 of Section 8, Twp. 39 S., Range 9 E., W.M. in Klamath County, Oregon. For the purpose of the preservation, enhancement and protection of the value, desirability, amenities, and attractiveness of the real property, the developers deem it desirable to provide regulations, conditions and restrictions for the use and improvement of the real property.

Therefore, the undersigned owners and developers do hereby declare that the following regulations, conditions and restrictions shall become and hereby are made a part of all conveyances, leases, encumbrances and rentals of all of the property within said Tract 1274, except Lot 2, and that the following covenants, conditions, restrictions, easements, liens and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof:

The undersigned declare as follows:

1. NAME: The name of the development shall be Juniper Ridge.
2. NUMBER OF LOTS: There shall be no more than seventeen (17) lots (excluding Lot 2) in this Tract.
3. HOMEOWNERS ASSOCIATION: The developers shall cause to be formed an Oregon Nonprofit Corporation known as the Juniper Ridge Home Owners Association (Association). The Association shall be composed of the owners of each lot in Juniper Ridge. Subject to sections 5 and 7, below, and the provisions of the Bylaws of the Association, each lot and lot owner shall be responsible for the payment of a prorata share of the expenses of the Association. The Assessments levied by the Association against a lot shall constitute a lien on the lot until paid. The provision of the Bylaws of the Association are incorporated herein by this reference.
4. COMMON PROPERTY: When constructed to the standards of Klamath County, Oregon, the Developers shall convey to Juniper Ridge Home Owners Association, a non-profit corporation, Fairway Drive as shown on the Plat of said Tract 1274. Provided, however, that the Developers reserve the right of use of Fairway Drive for ingress and egress for the land owned by the Developers which lies northerly and adjoins Juniper Ridge. In the event

that the Developers divide said land for residential use, the Developers shall convey the access road for said land to the Juniper Ridge Association and shall cause a Declaration to be recorded which provides in part, that said land shall be subject to the provisions of the Declaration of Juniper Ridge with the same rights and obligations of the land included in said Tract 1274.

The conveyance of Fairway Drive and any future streets shall reserve to the City of Klamath Falls and its successors in interest an easement for the maintenance, repair and replacement of the water and sewer facilities located within the right of way of said street(s).

In addition, the Developers, at their sole option and discretion, may hereafter convey Lot 9 to the said Association.

5. RESERVATION OF DEVELOPER: The Developer reserves the following rights:

A. The Developer shall not be liable for the payment of any assessments against lots owned by the Developer until such time as the lot is sold at which time all past due assessments shall be paid in full.

B. Unimproved lots owned by the Developer will be assessed at one-tenth (1/10) of the assessment of lots that are sold and improved.

C. The Developer shall elect the Board of Directors of the Association until the time of turnover of administrative control.

D. The Developer may, with out approval of the owners of the lots or the Board of Directors of the Association, construct or complete construction of the improvements in Juniper Ridge or which the Developer deems advisable and necessary for Juniper Ridge.

6. ALLOCATION OF VOTES: Each lot regardless of size, shall be allocated one vote on each issue of Association business. The term "lot" means each numbered lot shown on the Plat for Tract 1274, except Lot 2. Each lot shall designate the authorized voter of that lot to the Board of directors of the Association. Each lot is allocated an undivided interest in the property owned by the Association and in the event of the dissolution of the Association, each lot shall receive an equal undivided interest in the Association property.

7. COMMON EXPENSES: The lots shall be liable for common expenses on the following ratios:

(a) Full liability for any lot which has been sold to an owner and upon which improvements have been commenced.

(b) 50% liability for any lot which has been sold to an owner, but upon which no improvement have been commenced.

(c) 10% liability for any lot owned by the Developer which is unimproved.

8. USE OF LOTS: Each lot shall be used for residential purposes and for no other purpose. No lot shall be used for access to Reames Golf and Country Club.

9. CONVEYANCE OF COMMON PROPERTY: The Association under the provisions of ORS 94.665 may convey any portion of the common property.

10. RESTRICTION, USE AND MAINTENANCE OF LOTS: The following is a Statement of Restrictions, Uses and Maintenance of lots in the Juniper Ridge and the means of enforcing the terms of this provision:

A. UTILITY CONNECTIONS: On each of the lots, except as necessary during construction, no above-ground utilities, pipes or wires shall be used to connect a telephone system, power system, and other improvements with supplying facilities. Exposed television antennas and reception disks are prohibited.

B. TEMPORARY STRUCTURES: No structures of a temporary character: trailer, basements, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently. No mobile homes or trailers will be allowed for temporary or permanent use. However, a builder or his agents, may construct or move a small construction shed or trailer upon the property, but only for the duration of the construction period.

C. FENCES: No fence, wall or hedge in excess of forty-two (42) inches in height shall be permitted. All fences shall be made of materials that are compatible with the main dwelling.

D. 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.

E. LIVESTOCK AND POULTRY: 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 purposes. No animals are to be allowed to roam outside owner's premises without being controlled by owner and on leash.

F. MAINTENANCE OF LOTS: 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.

G. REPLACEMENT: If a home is partially damaged by fire or other hazard, the home is to be replaced to approval of the Architectural Control Committee within six (6) months. If a home is totally destroyed by fire or other hazard, and the owners prefer not to replace the home, the lot is to be cleared and put in a clean and attractive condition.

H. GARBAGE AND REFUSE DISPOSAL: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage, such garbage and waste shall be kept 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 rubbish may be burned or buried on or near Juniper Ridge. 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, including firewood which must be stored in an orderly manner and not be covered with a colored or other coverings 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. All garbage containers, cuttings, refuse, fuel tanks, clothes lines and other service facilities must be screened from view of neighboring parcels.

I. LIGHTING: No offensive exterior lighting or noise making devices shall be installed or maintained on a lot without written Architectural Control Committee approval.

J. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than nine square feet advertising the property for sale or rent.

K. DESIGN AND ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure (site plan) have been approved by the Architectural Control Committee as to quality, workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevations and the view of other building sites in Juniper Ridge.

L. DWELLING QUALITY AND SIZE: No building, other than a single family dwelling for private use, may be constructed on any lot. No mobile home or trailer may be used as a residence. No more than one single family dwelling shall be constructed on any

lot. Accessory buildings incidental to residential use shall be of the same or acceptable architecture as the main house. All houses, except for Lots 3, 10 and 11, shall be limited to a single floor. Provided, however, that the Control Committee, in its sole discretion, may allow basements, which are daylight, split entry and split level type structures if they do not materially block the view on nearby lots. Minimum square footage per single family dwelling is 2000 square feet, excluding the garage and porches. Any consent required of the Architectural Control Committee shall be in writing. The committee shall approve or disapprove the request in writing within fourteen (14) days.

M. BUILDING LOCATION: No structure shall be located on any lot nearer than sixty (60) feet to the centerline of a street or nearer than twenty (20) feet to a property line. No structure shall unnecessarily obstruct the view of any neighboring lot.

N. LANDSCAPING: All lots shall be landscaped in a professional manner within one year after the exterior of the main building is finished. When a dwelling has been constructed on a lot, all adjacent vacant lots owned or controlled by the dwelling owner shall be landscaped in a manner consistent with the landscaping on the dwelling lot.

O. DRIVEWAYS: All driveways must be covered with asphalt, concrete or brick.

P. COMPLETION OF CONSTRUCTION: All dwellings shall be completed within one (1) year from the beginning of construction. Upon completion of the exterior of all buildings under construction, the owner may petition the Architectural Control Committee for permission to leave certain interior portions unfinished. The decision of the Committee is final.

Q. PARKING: Parking of recreational vehicles is not permitted on the street in front of the residences. The streets shall not be used for parking vehicles except on a temporary basis. No parking or storage of trailers, trucks, campers, boats, boat trailers, snow mobiles, or other off-road vehicles shall be permitted unless they are garaged, screened or concealed from the view of any neighbor. No trucks with a gross capacity in excess of one ton or other equipment with a gross vehicle weight in excess of 5,000 lbs. shall be allowed on the streets owned by the Association except on a temporary basis in connection with construction, maintenance, or development of the properties.

R. ENFORCEMENT: These Declarations and Conditions may be enforced by the undersigned, any owner(s) of any lot in Juniper Ridge, any member of the Architectural Control Committee or the Board of Directors of the Association. Should suit or action be

instituted to enforce any of the foregoing conditions or restrictions, after written demand for the discontinuance of a violation thereof, and any failure to do so, then, whether said suit be reduced to decree or not, the Board or owner seeking to enforce or to restrain any such violations, 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.

11. TURNOVER OF ADMINISTRATION: The Developer shall call a turnover meeting of the lot owners within 90 days after the date of the last conveyance to persons other than the Developer of 13 lots or within seven years and 90 days after the conveyance of the first lot to a person other than Developer whichever date shall first occur.

At the turnover meeting:

A. The Developer shall relinquish control of the administration of the Association and the lot owners shall assume the control.

B. The lot owners shall elect a board of directors in accordance with the Bylaws of the Association.

C. The Developer shall deliver to the Association all property of the lot owners and the Association held or controlled by the Developer including, but not limited to:

(1) The original or a photocopy of the recorded Declaration and Bylaws of Juniper Ridge and any supplements and amendments thereto.

(2) A copy of the Articles of Incorporation.

(3) The minute books, including all minutes, and other books and records of the Association.

(4) Any rules and regulations which have been promulgated.

(5) Resignations of officers and members of the board of directors who are required to resign because of the expiration of developer control.

(6) A report of the present financial condition of the association of lot owners. The report shall consist of a balance sheet and an income and expense statement for the preceding 12 month period or the period following the recording of the declaration, whichever period is less.

(7) Association funds or control thereof, including, but not limited to, any bank signature cards.

(8) All tangible personal property that is property of the Association and an inventory of such property.

(9) A copy of the following, if available:

a. The as-built architectural, structural, engineering, mechanical, electrical and plumbing plans.

b. The original specifications indicating thereof all material changes.

c. The plans for underground site service, site grading, drainage and landscaping together with cable television drawings.

d. Any other plans and information relevant to future repair or maintenance of the property of the Association.

(10) Insurance policies.

(11) A list of the general contractor and the subcontractors responsible for construction or installation of the major plumbing, electrical, mechanical and structural components of the Association property.

(12) A roster of lot owners and their addresses and telephone numbers, if known, as shown on the records of the Developer.

(13) Leases of the common elements and any other leases to which the Association is party.

(14) Employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the lot owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service.

(15) Any other contracts to which the Association of lot owners is a party.

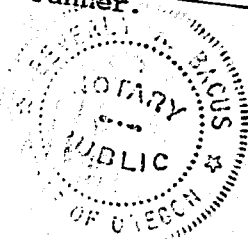
For a period of three months following the turnover meeting the Developer or an informed representative shall be available to meet with the Board of Directors on at least three mutually acceptable dates to review the documents described above.

Dated this 4<sup>th</sup> day of February, 1993.

[Signature]  
Fredrick W. Fahner  
[Signature]  
Jessie P. Fahner

STATE OF OREGON; County of Klamath ) ss

This instrument was acknowledged before me on 24 Fahner., 1993, by Fredrick W. Fahner and Jessie P.



[Signature]  
Notary Public for Oregon

After recording return to: Fredrick W. Fahner, P.O. Box 462,  
Tulelake, CA 96134

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Wm. M. Ganong  
of Feb. A.D., 19 93 at 9:23 o'clock AM., and duly recorded in Vol. M93 day  
of Deeds on Page 2979  
By Evelyn Biehn County Clerk  
By [Signature]

FEE \$45.00