

**-REPLACEMENT-
COVENANTS, CONDITIONS & RESTRICTIONS
OF MALLARD BAY**

RONALD K. RIMA and DARLEEN M. NIMMO are the owners and developers of all of the real property designated as MALLARD BAY, Tract 1285, Klamath County, Oregon. They signed and place of record COVENANTS, CONDITIONS & RESTRICTIONS OF MALLARD BAY, and have agreed and decided to make certain changes in such COVENANTS, CONDITIONS & RESTRICTIONS OF MALLARD BAY. The document herein does hereby replace and amend the prior COVENANTS, CONDITIONS & RESTRICTIONS OF MALLARD BAY in their entirety.

For the purpose of the preservation, enhancement and protection of the value, desirability, amenities, and attractiveness of the real properties, 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 real property 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 Mallard Bay.

2. NUMBER OF LOTS: There shall be no more than 7 lots in this Tract.

3. HOMEOWNERS ASSOCIATION: The developers shall cause to be formed an Oregon Nonprofit Corporation known as the Mallard Bay Home Owners Association (Association). The Association shall be composed of the owners of each lot of Mallard Bay.

The residents of the properties are not required to contribute any dues to this association.

The owners will meet, as required, to discuss necessary business at hand. If a particular owner is physically absent from such meetings then any owner who desires to approach the residents on a particular issue will make a reasonable attempt to contact that member before carrying out a project or amendment to this covenant, etc. (mailing, phone calls, etc.). He must also allow a reasonable time for a response from absent residents. Finally, this petitioning resident will incur all communication costs associated with these attempts. The provisions of the Bylaws of the Association, and as they may be formed and amended from time to time, are incorporated herein by this reference.

4. RESERVATION OF DEVELOPER: The Developer reserves the following right: The Developer shall elect the Board of Directors of the Association until the time of turnover of administrative control.

5. ALLOCATION OF VOTES: Each lot, regardless of size, shall be allocated one vote on each issue of Association business; voting shall be by one person designated by the owner or owners of such lots. The term "lot" means each numbered lot shown on the Plat for Tract 1285, as filed with the County of Klamath, State of Oregon. 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 property owned by the Association, if any, and in the event of the dissolution of the Association, each lot shall receive an equal undivided interest in the Association property, if any.

6. USE OF LOTS: All lots may be used for single family residential. Lot #1 may also be used for commercial purposes. Such uses shall be defined by the equivalent zoning ordinances of the governing body with jurisdiction over the property.

7. RESTRICTION, USE AND MAINTENANCE OF LOTS: The following is a statement of Restrictions, uses and Maintenance of lots in the Mallard Bay 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. All satellite dishes will be concealed so as not to present an unsightly appearance to other residents.

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 residence, either temporary or permanently. No mobile home, 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 or self-contained RV to live in while building a residence, but only for the duration of the construction period, and in no event for a period in excess of 6 months. All structures shall be of sound construction, placed on a foundation and comply with appropriate governmental building ordinances for construction for residential buildings. Any separate building (used for non-residential purposes, ie garages, boat houses, sheds, etc.) shall be permanent and will be of the similar exterior veneer as the main residence of the property owner.

C. FENCES: If fencing is used on the residences it will adhere to these general rules:

a. All fencing bordering the Modoc Point Highway will be constructed in a column type fashion (materials and design selected by the resident but suggested to be similar to the exterior design of the primary residence).

b. Property line fencing may be of a different type (chain link, wood rail, etc.) as long as it is permanent and does not rise to greater than 4 1/2 foot high.

c. All fences will be properly maintained by their owners.

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 is 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. Notwithstanding the above, no more than 2 horses may be allowed on each of the lots and such other limited number of animals as approved by vote of at least 2/3 of the owners of all lots.

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 with specifications consistent with the provisions herein 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 within said time period.

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 buried on or near Mallard Bay; burning on each lot shall be limited to one burn barrel not to exceed 55-gallons in size. 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 Home Owners Association 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. This provision shall not apply to Lot #1. Political signs, as long as they are in good taste, will be permitted for no longer than 2 months, coinciding with local election dates and shall not exceed county code dimension.

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 Home Owners Association or its designated 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 Mallard Bay. The Association may not approve a structure that is not in conformance with other provisions contained herein.

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. Manufactured homes may be used upon the approval of the Association or its designated Committee. No more than one single family dwelling shall be constructed. Accessory buildings incidental to residential use shall be of the same or acceptable architecture as the main house. Minimum square footage per single family dwelling is 1600 square feet, excluding the garage and porches. Any consent required of the Association or its designated Committee shall be in writing. The committee shall approve or disapprove the request in writing within fourteen (14) days.

M. BUILDING LOCATION: All structures shall be located and built according applicable zoning set back and other ordinances. 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.

O. DRIVEWAYS: All driveways must be covered with asphalt, concrete, gravel, 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 Association or its designated Committee for permission to leave certain interior portions unfinished; but in no event should completion take any longer than two years from beginning of construction.

Q. PARKING: Parking of recreational vehicles is not permitted on the street, or 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, except on a temporary basis in connection with construction, maintenance, or development of the properties. Any commercial type vehicles, campers, trailers, boats, recreational trucks, or trucks larger than 3/4 ton shall will be allowed limited temporary open air storage (not in excess of one month). Any longer storage will require that these vehicles be housed in a garage or carport or pole barn with siding and roof consistent with the the other building on the lot so as to conceal their presence from fellow residents as well as from a normal field of view from the Modoc Point Highway. Abandoned or inoperable vehicles of any kind shall not be stored in open air locations within the properties.

R. ENFORCEMENT: These Declarations and Conditions may be enforced by the undersigned, any owner(s) of any lot in Mallard Bay, any member of the designated Committees or the Board of Director 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.

S. BOAT DOCKS: Those owners who install boat docks or launches will ensure they are erected according to code and that they have at a minimum three light reflective disks or strip per side. Dock lighting, however, is preferred.

Dated this 1 day of July, 1994

Richard Fairclo
Richard Fairclo

RICHARD FAIRCLO
 ATTORNEY AT LAW
 280 MAIN STREET
 CLAMATH FALLS, OREGON 97601

20731

STATE OF OREGON

ss.

County of Klamath

The foregoing instrument was acknowledged before me this 1st day of July, 1994, by RONALD K. RIMA and DARLEEN M. NIMMO.



OFFICIAL SEAL
RICHARD FAIRCLO
NOTARY PUBLIC-OREGON
COMMISSION NO. 012830
MY COMMISSION EXPIRES MAR. 15, 1996

Richard Fairclo
Notary Public for Oregon
My Commission expires:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Fairclo the 5th day
of July A.D., 19 94 at 9:15 o'clock A.M., and duly recorded in Vol. M94,
of Deed on Page 20727.

FEE \$30.00

Evelyn Biehn - County Clerk

By Darleen M. Nimmola