

DECLARATION OF CONDITIONS AND RESTRICTIONS

FOR

PINE RIDGE RANCHES

TRACT 1314 KLAMATH COUNTY, OREGON

WHEREAS, the developer of PINE RIDGE RANCHES desires to preserve its natural qualities for the benefit of this community, it herewith sets forth the following conditions and restrictions:

PETER M. BOURDET as developer and grantor hereby dedicates the conditions and restrictions designated below as covenants running with the land included within the following described real estate property situated in Klamath County, Oregon particularly described as: Parcel 1 and parcel 2 of major land partition 7-85 situated in Section 22, 23, 26 and 27 Township 34 South Range 7 East of the Willamette Meridian.

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1. GRADING AND FILL RESTRICTIONS: Grading, fill and other earth work shall be only that required for foundations, driveways and walkways and shall be under and immediately adjacent to structures. Natural topography shall be retained except to the extent necessary for the construction disturbance shall be corrected so as to restore the ground terrain to the original natural appearance within 90 days following occupancy of the structures built on the site.
2. SERVICE DRAINAGE: Sites service drainage shall not be so altered, constructed, accelerated or dammed on the subject property so as to adversely affect any neighboring property.
3. MOBILE HOMES: No mobile homes will be permitted on the premises. Also not permitted for use as residences are tents, trailers, garages, out-buildings or any building of a temporary nature. The construction and installation of a manufactured home shall be subject to the written approval of the Architectural Control Committee.
4. SET BACK LINES: No dwelling or other building shall be erected within 75 feet of a front property line, with exception of lots 24 & 25.
5. RESIDENCE BUILDING: No residence buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three automobiles. No residential building, garage or accessory building shall exceed 28 feet in height.
6. ACCESSORY BUILDINGS: In addition to the single family residence and garage described above no more than two accessory buildings shall be permitted on the lot. They shall be constructed in compliance with the set back requirements above and the approved material and finishes described below. In addition thereto, each accessory building may not exceed the total square footage size of the primary residence.
7. SIZE OF DWELLINGS: No single family dwelling shall be less than 1600 square feet for the main structure exclusive of porches and garages.
8. MATERIAL AND FINISHES: On each individual lot the residence, garage and accessory building must be finished with the same or complimentary exterior materials.

All buildings must have all construction complete and receive final inspection notice from Klamath County Building Department within one year of start date.

Galvanized, sheet metal, tar paper or asphalt composition siding will not be permitted on any building or structure. No bright galvanized metal or other reflective roof surfaces shall be permitted. Tar and aggregate roof surfaces will be permitted only when the aggregate used is of sufficient size and thickness to insure full coverage of all asphaltic

base coats. Asphaltic tile roofs will be permitted but only in subdued tones as approved by the Architectural Control Committee. Tile roofs of all types will be considered for approval by the committee. All metal surfaces including flues, exposed flashing vents, pipes, trim etc. shall be anodized or painted to blend with the exterior colors of the dwelling and shall be non-reflective.

Fencing to be of a permanent nature subject to review by Architectural Control Committee prior to construction.

9. SEWAGE: All lots have been inspected and approved for an individual septic system by the Klamath County Health Dept.. Lots 1 thru 23, 26, 33, 34, 35, & 43 have drain field easements designated and engineered to specific areas other than their individual lots. The above referenced lots will be included in a sewage association for the precise purpose of maintaining the individual lines in common trenches to various drain field areas. Maintenance will be assessed as necessary. Drain fields are to be installed by licensed contractors approved by the Home Owners Association.
10. ANIMALS: A total of three animal units may be maintained on each lot. Excluding pets. All animals shall be contained and controlled in such a manner as to not constitute a nuisance to adjacent neighbors or general public not limited to but including noise and odor. Lots 18 and 19 excluded.
11. TELEVISION ANTENNAS: No television antennas or satellite receiver discs shall be placed on the premises in front of any residence, garage or accessory building.
12. STORAGE AREAS: All outdoor storage areas, garbage cans, utility boxes, trash areas shall be fenced or screened with material which matches or is compatible with the exterior finish of the residence. No damaged, disabled or other vehicle not readily in driving condition shall be stored on the subject property except if enclosed in a closed garage or accessory building.
13. COMMERCIAL VENTURE: No commercial venture shall be allowed on any of the property herein which results in the maintenance, repair, storage, fabrication or salvage of vehicles, equipment or chemicals on the premises. No signs advertising any business venture shall be allowed. Lot 3 excluded, subject to Klamath County Planning Department approvals.
14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or a sign used by a builder during the construction and sales period, or one sign of not more than two square feet providing the names of the residents of the property.
15. CONDITION OF LOTS: Each lot shall be maintained in good and clean condition and free of hazards to the adjacent property and to residents thereof. No lots shall be used for storage or as a dumping ground for equipment, vehicles, rubbish, garage or debris.

All waste shall be kept in sanitary containers and shall be protected from animals out of view.

16. PAINTING AND EXTERIOR COLORS: No bright and highly reflective colors shall be approved.
17. DRIVEWAY SURFACES: All areas utilized for parking of vehicles on the subject property shall have a paved, concrete or suitable gravel surface.
18. RESTRICTIONS AS TO SINGLE DWELLINGS: No building shall be erected or altered or used on any lot whatsoever in said subdivision except as herein stated for any purpose other than:
 - A. One single detached dwelling occupied by the purchaser, his lessee or guests and for residence purpose only.
 - B. Other buildings incident and accessory to a country home the use of which is restricted and defined as follows:
 - 1) Garage - to be used to house automobiles of the purchaser, lessee or guest for the use of which no charge is made.
 - 2) Barn - to be used for maintenance of permitted animals.
 - 3) Greenhouse - permitted for private use only.

The purpose of these restrictions is to limit the use and occupancy of any one single lot to any one single family with their necessary servants and appurtenances. In case the purchaser of any lot leases his premises, the premises must be leased as a whole.

19. HOME OWNERS ASSOCIATION: This association shall consist of property owners of Pine Ridge Ranches. The association shall elect officers and they shall be the regulatory agency for the maintenance of all lots & improvements. The Association may construct and maintain the entrance fence along the south 10' of lots 1 & 43 and assess annual maintenance fees. Initial fees to be \$30.00 per lot and may be changed by the Association.
20. ARCHITECTURAL CONTROL COMMITTEE: When fully constituted this committee shall consist of three homeowner residents of PINE RIDGE RANCHES. Initially, however it will consist of the developers. As soon as it becomes feasible the developers will appoint three residents to serve on the committee. Once committee positions are filled by three owner residents succeeding representatives shall be designated by a majority of the members of said committee. No building shall be erected, placed or altered on any lot in the subdivision until the building plans specifications and plot plan showing the location of such building have been approved in writing as to conformity with this

DECLARATION OF CONDITIONS AND RESTRICTIONS. In the event of the death or resignation of a member or members of said committee, the remaining members shall have full authority to approve or disapprove such design or location or to designate a committee member with like authority.

In the event that said committee fails to approve or disapprove such design or location within thirty days after said plans and specifications have been submitted to it such written approval will not be required and this covenant will be deemed to have been fully complied with. This provision shall not, however waive the rights of enforcement of other than the design review and approval functions referred to above.

Members of the ARCHITECTURAL CONTROL COMMITTEE shall not be entitled to any compensation for services performed pursuant to the provisions of this covenant.

After December 31, 2008 the owners of a majority of the real property within the subject subdivision may, by a sealed document amend these deed covenants and restrictions which amendments shall remain in force and effect thereafter, or until their terms shall expire, or be amended by subsequent act. Amendments shall require a seventy-five percent affirmative vote of all property owners of PINE RIDGE RANCHES.

21. IRRIGATION WATER: Will be supplied to each parcel (excluding lots 28, 29, 30, 32, 36, 37, & 38) on a limited basis for use in a sprinkler system distribution only. Water will be supplied by the developer to the lots from an irrigation pump in the Williamson River in accordance to that allowable by Oregon Water Resources Water Right #23654. Fees will be assessed for line and pump maintenance. Those lot owners will form an irrigation association along with the owner of parcel #3 LP 7-85.
22. COVENANT RUNNING WITH THE LAND: The terms, conditions, covenants and restrictions contained herein shall run with the land and be binding upon grantors, grantees, their heirs, successors and assigns. All persons to this agreement, either benefited or burdened thereby, shall have power and standing to enforce any terms or conditions of the covenants herein through use of such legal and equitable remedies as may exist.

IN WITNESS WHEREOF the parties have hereunto set their hand this _____ day of _____, 1997.

By: _____
Peter M. Bourdet

STATE OF _____
County of _____

On this _____ day of _____, 1997, personally appeared before me a notary public in and for said State, the within named _____ to me know to be the identical person _____

described therein and who executed the foregoing instrument, and acknowledged to me that _____ executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

 Notary Public for _____
 Residing at _____
 My commission expires: _____

A MESSAGE FROM PETER BOURDET, developer of PINE RIDGE RANCHES.

We know that this land offers an excellent business opportunity; we also know that it carries a responsibility to protect the natural beauty of this serene setting.

In order to provide these protections to the land and to our land purchasers we have planned and worked from a set of standards and basic provision. They are:

1. All parcels will be a minimum of five acres in size.
2. There will be open space between individual residences.
3. Natural features will be retained.
4. All utility lines will be installed underground. The developers guarantee that electrical and telephone service shall be provided without cost to the buyers property boundary when it is required for use by the buyer.
5. Noxious or offensive trade and activities shall be prohibited.

We believe that PINE RIDGE RANCHES is the finest rural residential community in Klamath County Oregon. We are also very proud to be associated with it.

 Peter M. Bourdet

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IN WITNESS WHEREOF the parties have hereunto set their hand this 12th day of May, 1998

By: Peter M. Bourdier
Peter M. Bourdier

STATE OF Oregon
County of Clatsop

On this 12th day of May, 1998, personally appeared before me a notary public in and for said State, the within named Peter M. Bourdier to me know to be the identical person _____

Pine Ridge Ranches
05/12/98

described therein and who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Cristina Flogerzi
Notary Public for Oregon
Residing at Chiloquin
My commission expires: 12-05-00

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Peter M. Bourdet
Peter M. Bourdet

Pine Ridge Ranches
05/12/98

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pete Bourdet the 12th day
of May A.D., 19 98 at 1:28 o'clock P. M., and duly recorded in Vol. MO2
of Deeds on Page 16108

Return: Pete Bourdet
FEE \$45.00 P.O. Box 803
4.00 copies Chiloquin, Or. 97624
By Bernetha G. Letsch, County Clerk
Kathleen Ross