

✓ AFTER RECORDING, RETURN TO:

Oregon Shores Recreational Club, Inc.

2019 Meadowview Drive

Chiloquin OR 97624-9797

1999 JUL 14 AM 11:44

RESTATED DECLARATIONS OF RESTRICTIONS  
FOR OREGON SHORES SUBDIVISION UNIT 2,  
TRACTS 1113 AND 1184

RECITALS:

1. On November 14, 1977, Declarations of Restrictions of Oregon Shores, Unit 2, Tract 1113 were recorded in Volume M77 beginning at page 22105 of the records of the Clerk of Klamath County, Oregon.
2. On February 13, 1978, First Amended Declarations of Restrictions, Oregon Shores Subdivision, Unit 2, Tract 1113 were recorded in Volume M78 beginning at page 2676 of said records.
3. On November 16, 1978, Declarations of Restrictions, Oregon Shores Subdivision, Unit 2, Tract 1184, First Addition, were recorded in Volume M78 beginning at page 25925 of said records.
4. On April 1, 1996, Amendment to Declarations of Restrictions for Oregon Shores Subdivision, Unit 2, Tract 1113, and the First Addition thereto, Tract 1184, were recorded in Volume M96 beginning at page 9087 and were re-recorded May 8, 1996 in Volume M96 beginning at page 13083 of said records.
5. On the 29th day of June, 1996, a combined meeting of the lot owners of said Tracts 1113 and 1184 was held in Klamath County, Oregon in the manner provided in said Declarations and Amended Declarations and the Bylaws of the Oregon Shores Recreational Club, Inc. and more than two thirds of the lot owners of each said tract voted to restate the Declarations of Restrictions for Oregon Shores Subdivision, Unit 2, Tracts 1113 and 1184, to combine said tracts and replace said Declarations and Amendments thereto with the following provisions:
  1. Restatement. The reservations, conditions, covenants, restrictions, and agreements set forth herein supercede and replace the Declarations and Amendments thereto described above.
  2. Combination of Tracts. For all intents and purposes, Tracts 1113 and 1184 of Oregon Shores Subdivision, Unit 2, Klamath County, Oregon, are hereby combined.

RESTATED DECLARATIONS OF RESTRICTIONS FOR OREGON  
SHORES SUBDIVISION, UNIT 2, TRACTS 1113 AND 1184

3. Application. These Restated Declarations of Restrictions shall become and are hereby made a part of all conveyances, leases, or rentals of land and improvements within the confines of said tracts, as the same are described on said Subdivision Plats on file in the office of the Clerk of Klamath County, Oregon, and shall run with the land and be binding on all such land and all parties and persons owning or having an interest in said land.

4. Use of Lots.

a. Commercial Use. Lots 12 through 20 of Block 26, Lots 1 through 31 of Block 27, and Lots 18 through 26 in Block 34 may be used for the following commercial purposes only: the sale of groceries, sporting goods, hardware items, drug store items, and real estate sales and management. All such commercial use shall be carried on in full conformance with the Land Development Code of Klamath County, Oregon.

b. Oregon Shores Recreational Club, Inc. Land. The land owned by the Oregon Shores Recreational Club, Inc. ("the Club") and described in the Deeds recorded in Volume M77 at pages 23757 to 23760 of the Deed Records of Klamath County, Oregon, shall be used for park and recreational activities by the members of the Club and their invited guests. The land owned by the Club and described in Volume M77 at pages 23761 and 23762 shall be used for domestic water well sites and water storage.

c. Residential Use. All other lots shall be used for residential use only as provided herein.

5. 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 Board of Directors of the Club acting as the Architectural Control Committee as to quality or workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations.

6. Dwelling Quality and Size. Except as provided in 4. a. and 4 b. above, no building, other than a single-family dwelling for private use, may be constructed or placed on any lot. No more than one single-family dwelling not to exceed two stories in height shall be constructed on any lot. Accessory buildings incidental to residential use shall be of the same or acceptable architecture as the main home. Minimum square footage per single-family dwelling is 980 square feet, excluding the garage, decks, and the areas located outside the walls of the living area. The term "dwelling" means any structure or part of a structure that is used as the home, residence, or sleeping place by one or more persons who maintain a household therein, and includes mobile homes, manufactured homes, site-built homes, or any other structure meeting the requirements of the building and land use codes then in effect.

Any consent required of the Architectural Control Committee shall be in writing. Failure

of the Committee to give written consent within sixty (60) days of the request shall be deemed to be a denial of the request.

Only site-built homes are allowed in Blocks 17A, 18, 20, 21, 22; Lots 1 through 26 and 43 through 45 of Block 19; all of Blocks 35 and 41 through 49; Lots 1 and 18 through 20 of Block 3; Lots 1 through 16 of Block 34; Lots 17 and 18 of Block 36; Lots 11 and 12 of Block 37; Lots 1 through 10 of Block 38; Lots 1 through 3 and Lots 15 through 25 of Block 39; and Lots 21 through 38 of Block 40.

7. Other Design, Use, and Maintenance Conditions and Restrictions.

a. Utility Connections. 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 permitted.

b. Temporary Structures. No structures of a temporary character: trailers, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No recreational vehicles or travel trailers will be allowed for temporary or permanent use. However, a builder or his agents, may construct or move a small construction shed upon the property, but only for the duration of the construction period.

c. Fences. No fence, wall, or hedge in excess of sixty (60) inches in height shall be permitted to extend from the minimum front setback line of the house to the curb line of the street. No fence shall exceed six (6) feet in height on any portion of the lot.

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.

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, other household pets, or horses (as provided in the Klamath County Land Development Code) may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No animals are to be allowed to roam outside the owner's premises without being controlled by the owner and on a leash or lead.

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 the 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 kept in a clean and attractive condition.

h. Garbage and Refuse Disposal. No parcel shall be used or maintained as a dumping ground. Rubbish, trash, garbage, and other waste shall be kept in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

i. Signs. No sign of any kind shall be displayed on any lot, except one professional sign of not more than three square feet to advertise the art, craft, or hobby of the owner, or one sign of not more than three square feet advertising the property for sale or rent.

j. Building Location. No structure shall be located on any lot nearer than ten (10) feet to an interior side lot line, fifteen (15) feet where abutting on the side lot line which abuts a street or highway, and twenty five (25) feet from a front or rear lot line. No structure shall unnecessarily obstruct the view of any neighboring lot.

8. Club Membership. All owners of land and contract buyers of land in the subdivision shall be members of Oregon Shores Recreational Club, Inc., a non-profit corporation formed for the purposes of preserving and enhancing the esthetic values of the area, providing recreational benefits for the land owners, operating the community water system, and generally carrying on any activity designed to improve the area or be of a benefit to the land owners. The Club shall be governed by a Board of Directors elected by the members as provided in the Bylaws of the Club.

9. Allocation of Votes. Each lot, regardless of size, shall be allocated one vote. A lot shall be a numbered lot as shown on the tract maps for the subdivision. Each lot owner shall designate the authorized voter of that lot to the Board of Directors of the Club.

10. Assessments. Annually, the Board of Directors of the Club shall assess each lot equally for the operation of the Club and the maintenance and repair of the facilities maintained by the Club. The annual assessment of the Club for any calendar year shall not exceed \$100 per year. The annual assessment may be increased only if such increase is approved by a majority of the members voting by written ballot at an annual meeting of the membership.

11. Collection of Charges and Assessments. If any charge or assessment made by the Club is not fully paid by the date it is due, the Secretary of the Club may file a Notice of Claim of Lien in the office of the Clerk of Klamath County, Oregon. The Notice of Claim of Lien must be in writing and must contain:

a. The name of the owner or contract purchaser of the lot as shown in the records of the Assessor of Klamath County, Oregon;

b. A statement of the amount claimed; and



c. A legal description of the subject lot.

Upon such filing, the charge or assessment shall become a lien upon all lands therein described in the amounts set forth. The lien shall be prior to all encumbrances of whatever kind or nature, whether executed before or after the lien of the Club is created, or whether recorded or registered or not; except that the lien of the Club upon each tract of land shall be subject to all lawful taxes levied and assessed by Klamath County. Immediately, or at any time after the filing of the Notice of Claim of Lien, the Board of Directors of the Club, by resolution, may direct that all delinquent charges and assessments then unpaid shall be foreclosed by the Club.

The foreclosure shall follow the general procedure of a suit in equity and shall be filed in the Circuit Court for Klamath County. In addition to such charges and assessments being foreclosed, the Club may recover in the suit the costs, disbursements, and expenses of foreclosure, including but not limited to recording and filing fees, title search fees, foreclosure reports, a reasonable administrative fee, and a reasonable sum as attorney fees at trial and on appeal to be allowed by the court. Any number of tracts of land, whether they are delinquent for the same or different charges or assessments, or for the same or several years, may be foreclosed in the same suit. The decree shall order the sale of the property by the Sheriff of Klamath County in the manner provided in ORS Chapter 23. The Club may be a bidder and purchaser of the property at the sale. The lot owner, contract purchaser, and lien holders shall have a right of redemption as provided in ORS 23.530 - ORS 23.570.

12. Personal Liability. In addition to being a lien on the land, a delinquent charge or assessment shall be the personal obligation of the lot owner and contract purchaser, and the Club shall be entitled to the entry of a money judgment against the lot owner and contract purchaser for any deficiency amount remaining unsatisfied after the Sheriff's sale of the land. No lot owner or contract purchaser may waive or otherwise escape liability for the assessments provided herein for non-use of the Club's facilities.

13. Enforcement. These Restated Declarations and Covenants may be enforced by the Board of Directors of the Club, an owner of any lot in the subdivision, or any member of the Architectural Control Committee. Should suit or action be instituted to enforce any of the foregoing covenants or restrictions, after written demand for the discontinuance of a violation thereof, and any failure to so do, then, whether said suit be reduced to decree or not, the Board of Directors 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.

14. Amendment of Declaration. These Restated Declarations, or any portion thereof, may be amended by an affirmative vote of 75% of the lot owners favoring the amendment.

These Restated Declarations shall be effective when recorded in the office of the Clerk of

Klamath County, Oregon.

OREGON SHORES RECREATIONAL CLUB, INC.

By: Thomas Ernst

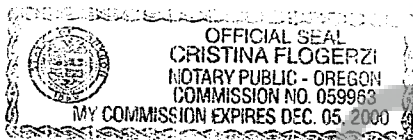
President

By: Charles Brunble

Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 29<sup>th</sup> day of JUNE, 1999, by Thomas Ernst, as President, and Charles Brunble, as Secretary, of the Oregon Shores Recreational Club, Inc.



Cristina Flogerzi  
Notary Public for Oregon

My Commission Expires: 12-05-00

State of Oregon, County of Klamath  
Recorded 7/14/99, at 11:44 a.m.  
In Vol. M99 Page 28132  
Linda Smith,  
County Clerk Fee \$ 35- HR