

MTC 1396-2493

DECLARATION OF CONDITIONS AND RESTRICTIONS  
OF  
PARAMONT ON HILYARD  
TRACT 1343  
LOTS 2-25

The undersigned, being the record owner of all the property designated as Paramont Tract 1343, located in Klamath County, Oregon, does hereby make the following declaration of conditions and restriction, specifying that the declaration of conditions and restrictions shall constitute covenants to run with all of the land, and shall be binding on all persons claiming under them and that these conditions and restrictions shall be for the benefit of a limitation upon all future owners of said real property.

GENERAL PROVISIONS

1. All lots to be used as single family residential.
2. No structures of temporary character including but not limited to tents, shacks, garages, sheds, or other out buildings shall be used on any lot as a residence.
3. All garbage and other waste materials shall be kept in a sanitary container at all times. All equipment for the storage of such material shall be kept in a clean and sanitary area. No parcel shall be used for the storage of any property or thing that will cause such a lot to appear in an unclean or untidy condition or which will be unattractive to the eye, nor shall any substance, thing or material be kept upon any lot that will on sight not disturb the peace, comfort or serenity of occupants of surrounding property.
4. Animals - Comply with all County laws.
5. No recreational vehicle parking will be allowed on the streets of the subdivision except on a temporary basis.
6. No semi trucks will be parked on the property or the streets of the subdivision.
7. All building to be completed within 6 months from start of construction.
8. All outbuilding to have same roofing and siding as the residence. All residences and outbuildings to have non reflective non metal type roofing.
9. All lots to have double car garage.
10. Each parcel to have driveways and sidewalks. Rocks, cinders, or any other loose materials are not allowed.
11. 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 any firearm on the premises are prohibited.
12. All lots shall be covered with grass, rock beds, shrubs, or trees and no portion of any lot shall be left barren for more than 180 days after completion of home construction. Each parcel and its improvements shall be maintained in a clean and attractive condition.

13. Any vacant lot shall be kept in a neat and orderly condition. This includes keeping lots free of weeds brush and debris. This is to prevent the creation of a nuisance or fire hazard. No substantial changes in lot elevation shall be allowed.
14. No fence shall exceed 6 feet in height. No fence, wall, hedges, or shrub plantings shall be allowed to exceed 3 feet on the front lot line or within 20 feet of the front lot line.
15. No more than one sign shall be permitted for each lot. The text shall be limited to owners name and address and shall be no larger than to allow for four inch letters or numbers, except each lot shall be allowed one "For Sale" sign placed at the property line. The size of sign is limited to not more than 9 square feet.
16. A building plan must be submitted to the Architectural Committee for approval prior to construction on any lot. Some suggestions for site plan approval are as follows:
  - A. Curb appeal
  - B. Roof pitch
  - C. Size of dwelling
  - D. Exterior elevations
  - E. Types of entrance
  - F. Size of deck or porch
  - G. Garage type
17. The floor area of constructed residences shall not be less than 1200 square feet exclusive of porches, decks, and garages. The floor area and building height shall be reviewed by the Architectural Committee prior to construction.
18. All structures to have wood, wood-like or masonry siding. Home street fronts are to be finished in a craftsman style with front lap siding, or board and batten siding, shakes or simulated shake style siding is acceptable. T-111 siding shall be acceptable on the sides and back of the homes.

## REMEDIES AND PROCEDURES

1. Enforcement: These declarations and covenants may be enforced by the undersigned or any owner of any lot in the subdivision. 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. Whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants in addition to the cost and disbursement allowed by law, such sum as the court may adjudge reasonable as attorney's fees in said suit or action.
2. Term: These covenants are to run with the land and shall be binding upon all parties and all persons claiming there under, however, they may be amended by a majority vote of the property owners.

3. The Board: The Architectural Committee shall be the subdivider.
4. Liabilities and Compensation: The property owners shall not receive compensation for their services. The property owners will not be individually liable for the acts done within the scope of their authority and in the event a claim is made by a second or third party on actions or activities of the property owners done within the scope of their authority, all property owner shall share in that responsibility.

Sapphire Homes & Design, LLC  
 by: James Flaherty, Member 2/9/2001  
Juanita S. Fairclo

State of Oregon, County of Klamath  
 Recorded 02/13/01, at 11:11 A.M.  
 In Vol. M01 Page 5720  
Linda Smith,  
 County Clerk Fee \$ 31.00

STATE OF OREGON,

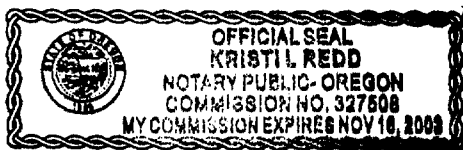
County of Klamath

ss.

FORM No. 23—ACKNOWLEDGMENT.  
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BE IT REMEMBERED, That on this 9th day of February, XIX 2001  
 before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
 named JAMES FLAHERTY, MEMBER OF SAPPHIRE HOMES & DESIGN, LLC, an Oregon limited  
liability company

known to me to be the identical individual(s) described in and who executed the within instrument and  
 acknowledged to me that he executed the same freely and voluntarily.



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

Kristil Redd  
 Notary Public for Oregon  
 My commission expires 11/16/2003

STATE OF OREGON,

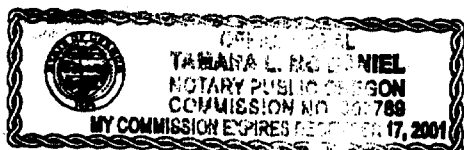
County of KLAMATH

ss.

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BE IT REMEMBERED, That on this 12th day of FEBRUARY, XX 2001  
 before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
 named JUANITA S. FAIRCLO

known to me to be the identical individual(s) described in and who executed the within instrument and  
 acknowledged to me that SHE executed the same freely and voluntarily.



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

Tamara L. McDaniel  
 Notary Public for Oregon  
 My commission expires 12-17-01