

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PARCEL 2 OF LP 28-00 AND PARCELS 1, 2 & 3, LP1-01
OF SUNSET RIDGE DEVELOPMENT, KLAMATH COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS THAT:

This Declaration of Protective Covenants, Conditions and Restrictions is applicable to those certain parcels of real property described in Klamath County Land Partitions 28-00d and 1-01 situated in that certain real property located in the NE ¼ SEC. 13, TWP 38s., Rg. 8 EWM, Klamath County, Oregon, and legally described as follows, to-wit:

PARCEL 1: Parcel 2 of Land Partition 28-00

PARCEL 2: Parcels 1, 2 & 3 of Land Partition 1-01

WHEREAS, Kraig B. Weider and Linda L. Weider, Husband and Wife, hereinafter referred to as the "Developer," are owners in fee simple of that certain real property herein described; and

WHEREAS, the Developer does hereby certify that the following reservations, conditions and covenants shall become and are hereby made a part of all conveyances of the real property above described, and that the following protective covenants; conditions and restrictions shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein. Such conditions are as follows:

1. PREEXISTING USE: This Declaration of Protective Covenants, Conditions and Restrictions shall not be interpreted in a fashion so as to preclude any use, or require any alteration or change to any use or structure in existence prior to January 1, 2002.

2. NUMBER OF LOTS: There shall be four (4) lots or units subject to the within protective covenants, conditions and restrictions.

3. COMMON PROPERTY: All of the parcels of property subject to the within protective covenants, conditions and restrictions are benefited by a certain 60 ft. road access easement shown on the recorded plat of Land Partitions 28-01 and 1-01 reference to which is hereby made.

4. ALLOCATION OF VOTES: Each of the four (4) parcels affected by the within Declaration of Protective Covenants, Conditions and Restrictions shall be allocated one (1) vote. Each parcel shall designate the authorized voter of that parcel. A simple majority shall rule.

State of Oregon, County of Klamath
 Recorded 05/23/2002 11:05 a. m.
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 Linda Smith, County Clerk
 Fee \$ 61.00 # of Pgs 9

5. COMMON EXPENSES: Each of the four (4) parcels shall be liable for common expenses for maintenance of the road easement in the following ratios:

- A. Each lot which has been sold to an owner shall be considered as one assessment unit.
- B. Any lot owned by the Developer shall be considered as one assessment unit.

6. HOMEOWNER'S ASSOCIATION; ASSESSMENTS: For the purpose of maintaining the road easement, and to preserve the unique character of the real property which is the subject of the within protective covenants, conditions and restrictions, each and every lot owner, in accepting a deed or contract for any of the individual parcels herein described, agrees to and shall be subject to the obligations and rules of the Sunset Ridge Development CC & R's.

Each lot owner, his heirs, successors and assigns in accepting a deed or contract for any lot affected, hereby covenants and agrees to pay annually (if any) the pro rata share of the road costs assessed against that lot owner's property within the Sunset Ridge Development to carry out the purposes specified above. Said assessment shall be paid promptly when due and in the event it is not promptly paid when due shall become a lien upon the property and may be enforced by the association on behalf of and for the benefit of the other parcel owners in the same manner as any lien foreclosure.

7. TERMS; AMENDMENT: The within protective covenants, conditions and restrictions, both general and special, shall run with the land with respect to all of the above-described property, and shall be binding on all parties and all persons claiming under them unless and until amended or revoked by a majority of those entitled to vote, as set forth in Paragraph 4 herein above. This Declaration of Protective Covenants, Conditions and Restrictions may be amended or revoked only by duly recording a revised Declaration of Protective Covenants, Conditions and Restrictions, or an instrument which contains the amendments to this declaration or a statement revoking specific provisions. The document to be so recorded shall be signed by the owners of a majority of the parcels of real property entitled to so vote.

8. ENFORCEMENT: These covenants, conditions and restrictions shall be enforceable by any person owning real property subject to the same. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation, recover damages, or both. Should any parcel owner employ an attorney to enforce any of the covenants, conditions or restrictions contained herein, by reason of such breach, the attorney fee shall be paid by the lot owner in default.

9. USE OF PARCELS: All parcels shall be used as single family residential dwelling parcels. The following is a statement of more specific restrictions, requirements, uses and maintenance of parcels subject to the within Declaration:

A. Set-backs: All structures shall be placed or constructed at least 100 ft. from the centerline of the existing, paved access roads that forms the western and southern boundaries of Sunset Ridge Development.

B. Utilities: Wood stoves shall not be allowable as a primary heat source, and any such wood stove shall be used only in accordance with applicable D.E.Q. or E.P.A. regulations then in effect.

C. Temporary Structures: No structures of a temporary character, including 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 manufactured homes, 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 upon the property, but only for the duration of the construction period (not to exceed six (6) months).

D. Fences: No fence, wall or hedge in excess of forty-eight (48") 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 high on any portion of the lot. All fences shall be made of materials that are compatible with the main dwelling. Livestock fences shall not exceed five (5) feet in height.

E. Livestock and Poultry: No livestock or poultry shall be permitted except that on Lot 3 of Parcel 2, up to 2 horses may be kept provided that they shall be excluded from adjacent lots and any and all drainfields situated on Lot 3, Parcel 2.

F. 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 firearms or dangerous weapons on the premises is prohibited. Bows and arrows, BB guns and air rifles may be utilized only if handled in a safe manner.

G. Maintenance of Parcels: Each parcel and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as to not create a fire hazard or unattractive appearance.

H. Replacement: If a home or improvement is partially damaged by fire or other hazard, the home is to be repaired or replaced. Such repair or replacement shall occur 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.

I. Garbage and Refuse Disposal: No Parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept, except in sanitary condition. No rubbish may be burned or buried on or near the property affected by this Declaration except CONTROLLED weed, grass, and yard trimmings, nor shall any parcel be used for the storage of any property or thing that will cause such parcel to appear in an unclean or untidy condition. Firewood must be stored in an orderly manner and not be covered with colored coverings, or coverings which will be obnoxious to the eye. No substance, thing or material shall be kept upon any parcel that will, or might, disturb the peace, comfort or serenity of occupants of surrounding property. All parcels 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.

J. Lighting: No offensive exterior lighting or noise making devices shall be installed or maintained on a lot.

K. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than four (4) square feet to advertise the art, craft or hobby of the owner, or one temporary sign of not more than six (6) square feet advertising the property for sale or rent.

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, manufactured home, or trailer may be used as a residence. No more than one single-family dwelling not to exceed two stories in height shall be constructed on any parcel. Accessory buildings incidental to residential use shall be of the same or acceptably similar architecture as the main home. Basements, which are daylight, split entry and split level types, shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single-family dwelling shall be 1800 square feet, excluding the garage and porches.

M. Building Location: No structure shall be located on any parcel that will unnecessarily obstruct the view of any neighboring parcel.

N. Height Restriction: No structure shall exceed 28ft. in height as measured from the existing, natural grade, which shall be averaged across the house site per Klamath Falls City Code. Example attached.

O. Completion of Construction: All dwellings shall have the exterior completed within one (1) year from the beginning of construction.

P. Parking: No parking or storage of recreational vehicles, trailers, trucks, campers, boats, boat trailers, snowmobiles, or off-road vehicles shall be permitted unless they are garaged, screened or concealed from view from the roadway.

Q. Additional Subdivision: There will be no future subdivision of the four (4) parcels subject to this Declaration. However, this prohibition shall not preclude future lot line adjustments thereto.

R. Pollution Prohibited: In the interest of public health and sanitation, and in order that the land above-described and all the land in the same locality may be benefitted by a decrease in the hazard of pollution, owners of any parcels affected by the within Declaration shall not use the above-described property for any purpose which will result in the pollution of the land, sub-surface waters, or waters which flow through or lie adjacent to such property, by refuse, sewage, or other material that might tend to pollute such land or waters, or otherwise impair the ecological balance of the surrounding lands.

S. Sewage Disposal: No individual sewage disposal system shall be permitted on any parcel, unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all controlling public health authorities, including the State of Oregon, Department of Environmental Quality.

T. Severability: Invalidity of any one of the protective covenants, conditions and restrictions contained in the within Declaration by judgment, or court order, shall in no way affect any of the other provisions, which such provisions shall remain in full force and effect.

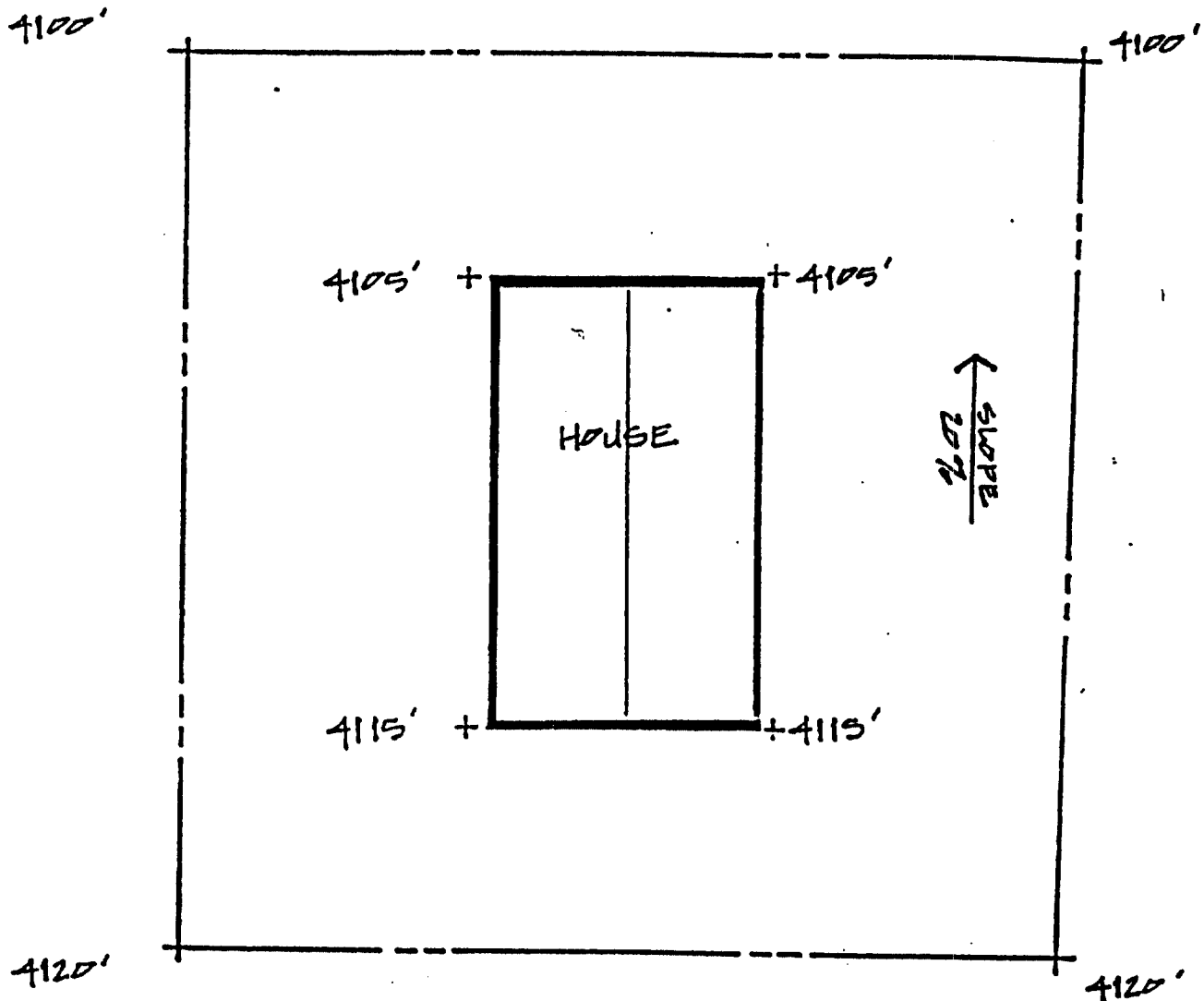
GROUND LEVEL

30601

EXAMPLE "A"

* GROUND LEVEL = 4110'

* MAXIMUM HT. OF STRUCTURE = 4138'



* PROPERTY MEASURES 100' x 100'

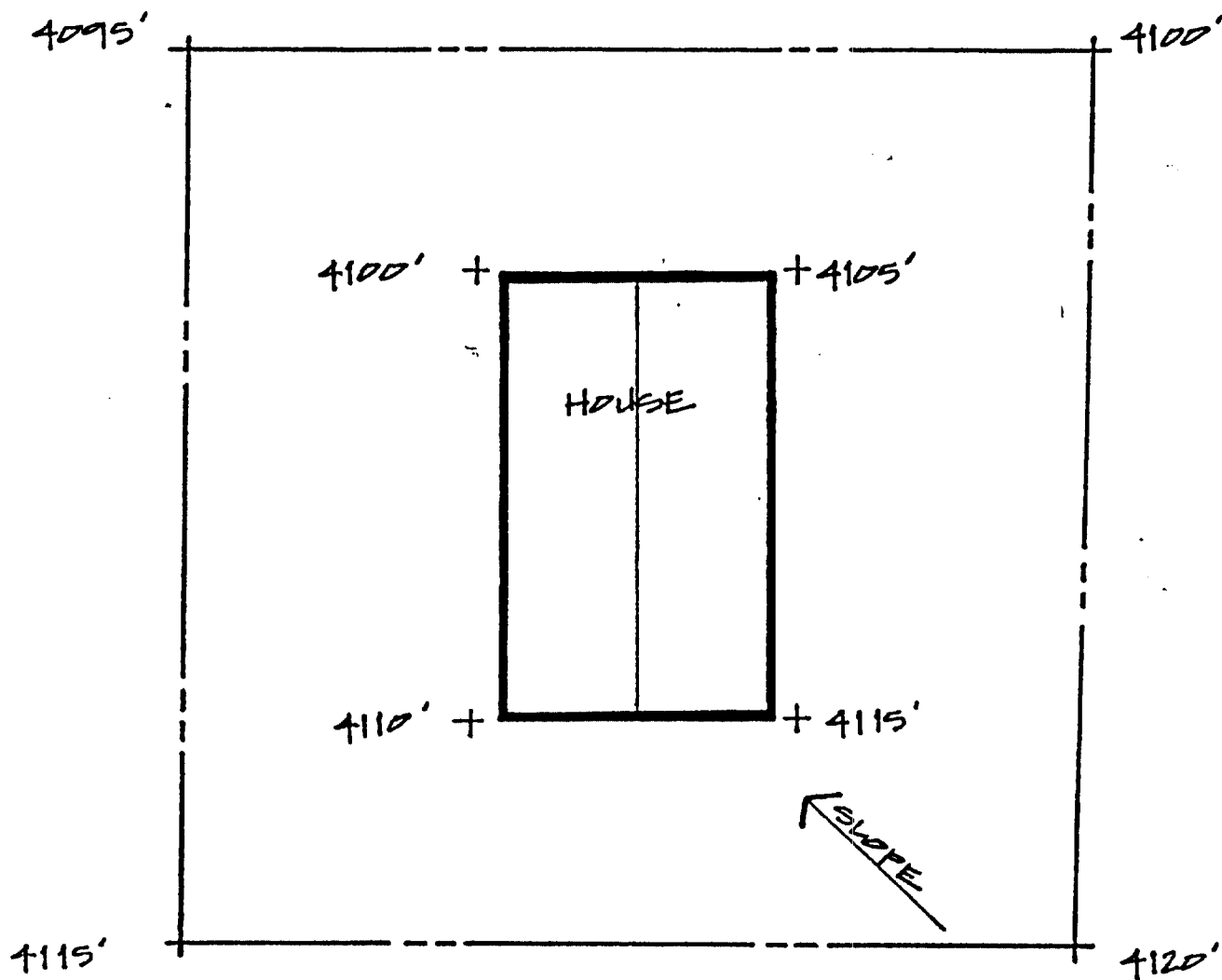
* HOUSE MEASURES 50' x 30'

GROUND LEVEL

EXAMPLE "B"

* GROUND LEVEL = 4107.5'

* MAXIMUM HT. OF STRUCTURE = 4135.5'



30603

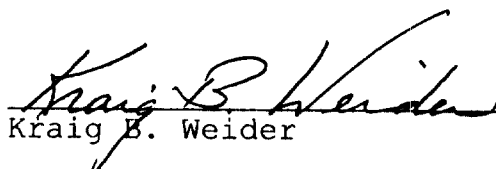
SITE STANDARDS BY ZONE

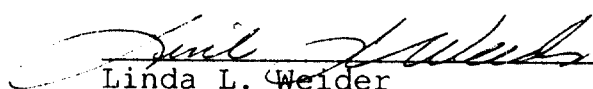
12.010

DESIGN FEATURE	SF	MD	A	NC ³⁴	GC	DB	MU	LI	I	PF	SR
Setbacks (in feet) ³⁵											
Front Yard	20	20	20	10	0	0	0	0	10	10	20
Rear Yard	5	5	5	5	0	0	0	0	10	10	20
Interior Side Yard	5	5	5	0	0	0	0	0	10	10	10
Exterior Side Yard	10	10	10	0	0	0	0	0	10	10	10
Yard Abuts Res. Zone ³⁶	n/a	n/a	n/a	15 ³⁶	15 ³⁶	n/a	15 ³⁶	25	25	15 ³⁶	n/a
Yard Abuts Arterial St.	n/a	n/a	n/a	30	0	0	0	30	30	0	n/a
Max. Building Hgt. ³⁷	28	28	45	45	45	45	45	45	45	70	30
Vision Clearance (feet)											
Street Leg	25	25	25	15	15	0	0	15	15	15	15
Alley Leg	10	10	10	10	10	0	0	10	10	10	10
Lot Coverage (%)	35	40	60	75	100 ³⁸	100 ³⁸	100 ³⁸	100	100	100	20
Minimum Lot Size ³⁹ (thousand square feet)	7	5 ⁴⁰	5 ⁴⁰	5 ³⁴	5 ³⁴	5 ³⁴	5 ³⁴	5 ³⁴	5	5	20
Fence Height ⁴¹ (feet)											
Front Yard	3½	3½	3½	3½	3½	3½	3½	7	7	3½	3½
Rear Yard	7	7	7	7	7	7	7	7	7	7	7
Interior Side Yard	7	7	7	7	7	7	7	7	7	7	7
Exterior Side Yard	3½	3½	3½	3½	3½	3½	3½	7	7	3½	3½

U. No Waiver Presumed: The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the owners of any parcel of property affected by the within Declaration, as well as their heirs, successors, or assigns, and each of their legal representatives; and failure by any property owner or their legal representatives, heirs, successors or assigns to enforce any such covenants, conditions, restrictions, or charges herein contained shall in no event be deemed a waiver of the right to do so.

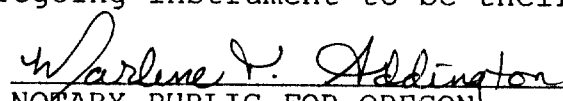
IN WITNESS WHEREOF, the undersigned have hereunto set their hands this _____ day of _____, 2002.


Kraig B. Weider


Linda L. Weider

STATE OF OREGON, County of Klamath)ss.

Personally appeared Kraig B. Weider and Linda L. Weider before me on the 23rd day of May, 2002, and acknowledged the foregoing instrument to be their voluntary act and deed.


NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 3-22-2005

