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Oregon Shores Recreational Club, Inc.
2019 Meadow View Drive
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Linda Smith, County Clerk
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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 June 29, 1999, Restated Declarations of Restrictions for Oregon Shores Subdivision, Unit 2, Tracts 1113 and 1184, were recorded in Volume M99 beginning at page 28132 of said records.
6. During review in May 2001 of the Restated Declarations of Restrictions stated in paragraph 5 above, it was determined that those Restated Declarations did not meet the requirements that were agreed upon in the June 29, 1996, combined meeting of the lot owners of said Tracts 1113 and 1184 that was held in Klamath County, Oregon. The following replace those Restated Declarations of Restrictions:

1. Restatement. The reservations, conditions, covenants, restrictions, and agreements set forth herein supersede and replace the Declarations and Amendments thereto described above and shall become hereby are made a part of all conveyances, leases or rentals of all property within the confines of said Oregon Shores Subdivision, Unit 2, Tracts 1113 and 1184, and that all land therein contained is subject to the following:

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2. Land Use.

a. All land in said Tracts 1184 and 1113, Oregon Shores Subdivision, Unit 2, shall be for residential use only except that land owned by the Oregon Shores Recreational Club, Inc. ("the Club") and described in that certain deed recorded in Volume M77 Pages 23757-23760 in the office of the County Recorder of Klamath County, Oregon (Block 35-Lot 22 and Block 33-Lot 12) which may both be used for a private park; said park to be for the use of Club members only (and their guests) and that land owned by the Club and described in that certain deed recorded in Volume M77 pages 23761 and 23762 (Block 34-Lot 1 and Block 43-Lot 12) which may be used for water well sites and water storage.

Each lot shall contain only one residence and one guest house and no premises or any buildings thereon shall be used or occupied for any purpose other than strictly residential purposes; provided, however, that Lots 18 through 26 in Block 34 and Lots 12 through 20 in Block 26 and Lots 1 through 31 in Block 27 may be used for commercial buildings if said building and lot conform with Klamath County Zoning Ordinances and Building Codes. The nature of the commercial activity that may be carried on therein shall be the sale of groceries, sporting goods, hardware items, drug store items and real estate.

b. None but the usual family pets may be kept on the premises and such pets shall not be allowed to create a disturbance or become a nuisance. No other livestock, poultry or fowls shall be kept or raised on any of the property except horses and only when said use conforms with Klamath County Zoning Ordinances.

c. No noxious or offensive activities shall be carried on upon any portion of Tracts 1184 and 1113, Oregon Shores Subdivision, Unit 2, nor shall anything be done upon any parcel thereof which may be or become an annoyance or nuisance to other owners and residents.

d. No rubbish or garbage dumps shall be permitted on any property. No advertising signs except name plates of professional persons and "for sale" and "for rent" signs not exceeding eighteen (18) inches by twenty-four (24) inches shall be placed or maintained upon any of such property except for such other signs as the Tracts 1184 and 1113, Oregon Shores Subdivision, Unit 2, or its assigns may use in the promotion of the sale of any lot in the subdivision.

2. Setbacks and Easements.

a. There is hereby reserved within each lot an easement as described in the recorded subdivision plat map, and over and upon and under said easement for the installation and maintenance of utility systems including, but not limited to, electric lines, telephone lines, water, sewer and gas mains, provided that said utilities lines shall be underground.

b. No building on any lot shall be located closer than ten (10) feet from the side boundary line of said lot except that a corner lot shall be no closer than fifteen (15) feet therefrom. Any building on any lot shall be set back twenty-five (25) feet from the front property line and twenty-five (25) feet from the rear property line, except that an accessory building used for garage purposes, whether attached or detached to the main dwelling unit having direct access from a side street shall be located not less than twenty-five (25) feet from a side property line abutting a street.

3. Buildings.

a. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one mobile home dwelling or one single family dwelling and one guest house, a private garage and such other out-buildings as may become necessary and which may be approved by the architectural committee of the Club. No dwellings with a floor area of less than 980 square feet, exclusive of open porches and garages, shall be permitted on any lot.

b. Mobile homes, whether permanently attached on foundation or with wheels or without wheels, are prohibited on all of Blocks 17a, 18, 20, 21, 22, 35, 41 through 49; and on Lots 1 through 26 and 43, 44, 45 of Block 19; and on Lot 1 and 18, 19, 20 of Block 33; and on Lots 1 through 16 of Block 34; and on Lots 17 and 18 of Block 36; and on Lots 11 and 12 of Block 37; and on Lots 1 through 10 of Block 38; and on Lots 1 through 3 and Lots 15 through 25 of Block 39; and on Lots 21 through 38 of Block 40.

c. Before any building construction is started, the owner or his agent shall submit completed building plans, including a plot plan, to the architectural committee, which consists of the Board of Directors of the Club, and shall not proceed with such construction until a written permit therefor has been given by said architectural committee; provided, however, that if said committee fails to approve or disapprove the design or location of a building as so submitted to it within sixty (60) days after said submission, then full approval hereof shall deemed to have been given by said committee.

d. No basement, shack, garage or other out-building erected in the tracts shall be at any time used as either a temporary or permanent residence, unless by express permission of the architectural committee of the Club.

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e. Boundary fences, walls and hedges must be kept in good condition and repair and kept down to a height which shall not unreasonably interfere with the light or view of other owners and residents.

4. Club Membership.

a. All owners of land and contract buyers of land in said area shall be members of the Club, a non-profit corporation formed for the purposes of preserving and enhancing the esthetic values of the area, providing recreational benefits for the landowners and generally carrying on any activity designed to improve the area or be of a benefit to the land owners generally or of said Club's successor.

b. The Club may levy assessments against its members to defray the expenses of the Club, but said individual assessments shall not exceed One Hundred Dollars (\$100) per year.

c. For the purposes of determining membership in the Club, a landowner shall be defined as a record owner of land within Oregon Shores Subdivision, Unit 2, Tract 1113 and Tract 1184-Oregon Shores Subdivision-Unit 2-First Addition, except that in the case of the sale of land by contracts, the contract purchaser shall be a member in place of the record owner so long as his contract is enforceable. The spouse of an owner or a contract purchaser and all joint owners shall have the benefits of membership; however, only the owner of record or the contract purchaser shall be liable for the assessments and only one assessment may be made against joint owners of property. Each ownership of land, whether solely held or held in common, shall have but one vote in the Club. In the event that a member is an owner or contract purchaser of more than one lot, such member shall be liable for one assessment for each of such lots and shall have one vote for each lot.

d. The name Oregon Shores Recreational Club, Inc., wherever used in these Declarations or Restrictions, shall mean Oregon Shores Recreational Club, Inc., its successor and/or any named club hereafter formed for the purposes herein set forth.

5. Creation of Lien and Personal Obligation for Assessments.

a. Each member of the Club hereby covenants, whether or not it shall be so expressed in their deed, to pay to the Club annual assessments or charges and assessments for capital improvements as approved by the Club membership.

b. The annual assessment and assessments for capital improvements, if not paid within ninety (90) days of the due date, together with costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time the assessment fell due.

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c. If any assessment is not paid within ninety (90) days after the due date, the Club may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas.

6. Ownership. None of said land or any part thereof shall be sold to nor owned by any person who does not agree to membership in the Club, and to abide by the rules and regulations of said Club as they shall from time to time be made.

7. Annexation of Land. (Deleted July 17, 2001.)

8. Enforcement of Restrictions and Covenants.

a. It is the intent of the declarants and all of them that each of the restrictions herein contained is intended to apply to all of the land in Tracts 1184 and 1113-Oregon Shores Subdivision-Unit 2 as the same is particularly described in that subdivision plat of record with the Clerk of Klamath County, Oregon. Invalidity of any one of the restrictions shall not invalidate any of the other restrictions, which the parties do hereby declare shall remain in full force and effect.

b. These restrictions shall be covenants running with the land and shall be binding upon all of such land and all parties and persons owning or having an interest in said land unless amended by the vote of the owners of a majority of the lots, except that the easements for utilities set forth in Section 2 shall be perpetual. Such restrictions shall be automatically continued in force and effect for successive ten (10) year periods since 1 January 1997 and thereafter, unless by a majority of vote of the owners of all such land it is agreed to change said covenants in whole or in part.

c. The declarants further covenant and agree that any breach of any provision of these Restrictions shall give any person injured hereby, provided he is an owner or a contract buyer of land in said subdivision and a member in good standing of the Club, the right to compel performance of these covenants and restrictions and to abate and remove, at the expense of the owner or owners of the offending property, any structures in violation. For each such purpose, any such person so injured shall have the right to enter upon the offending premises and to abate and remove at the expense of such offending owner or owners, any nuisance, thing or condition, which may be thereupon contrary to the true intent and meaning of these Restrictions, or any of them, and the person so entering shall not thereby be deemed guilty in any manner of trespass.

d. For the purpose of enforcing the covenant, the Club may take any legal action or do anything which could be done by an individual owner of the land in this area.

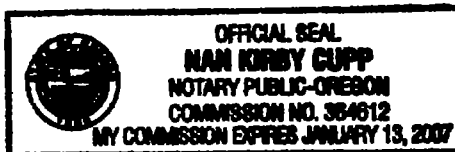
Klamath County, Oregon

OREGON SHORES RECREATIONAL CLUB, INC.

By: Jack E. Meade
PresidentBy: Charles G. Brumble
Secretary

STATE OF OREGON, County of Klamath.

This instrument was acknowledged before me on the 28th day of July,
2003, by Jack E. Meade, as President,
and Charles G. Brumble, as Secretary of the
Oregon Shores Recreational Club, Inc.

Nan Kirby Cupp
Notary Public for OregonMy Commission Expires: 1-13-07