

Nelson's Sage Meadows, LLC
Declaration of Covenants, Conditions and Restrictions
Dated:
Recorded:

State of Oregon, County of Klamath
Recorded 08/29/2003 11:03a m
Vol M03 Pg 63962-65
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

Klamath County, Oregon

RESTRICTIONS

1. Land use and Building Type

- A. No lot shall be used except for residential purposes. No building shall be erected, altered placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars. Daylight basements shall not be counted as a "story". Outbuildings which are strictly incident to a private residence shall be permitted.
- B. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or within any building located in this subdivision.

2. Building Location

No dwelling or other building shall be erected within twenty-five (25') feet of the front lot line or nearer than five (5') to any side lot line, except that on lots abutting collector or arterial streets, no buildings shall be located nearer than twenty (20') feet to such abutting collector or arterial streets.

3. Dwelling Size and Quality

- A. The floor area of the main structure which shall include living space, and excluding porches or garage shall not be less than 1275 square feet in single-family dwellings.
- B. All buildings shall be completed and the exterior of the buildings shall be painted within one year, or as weather permits, from the time construction is commenced.

4. Temporary Structures

No structure of a temporary nature, trailer, mobile home, manufactured home (with the exception of existing Manufactured home on lot #16), basement tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structures shall be moved or placed onto any of said lots.

5. Fences and Walls

- A. No fences, walls, hedges or shrub planting shall be allowed to exceed an elevation of 30" on the front lot line, or within twenty-five (25') feet of the front lot line, or within twenty feet (20') of the side lot line of those abutting collector or arterial streets and no fence, wall, hedge or shrub planting shall exceed six feet (6') in elevation on the rear portion of a said lot. Decorative trees of variable heights are allowed.

6. Maintenance

- A. Each Lot shall be maintained in a good and clean condition and free of hazards to the adjacent property, and to the occupants thereof.
- B. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the storage or disposal for such materials shall be kept in a clean and sanitary condition.

7. Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

8. Signs

Any sign of any kind shall not be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

9. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and are kept in compliance with existing laws and regulations.

10. Parking

Parking of recreational vehicles is not permitted on the street or in front of residences, except on a temporary basis. The storage of motor homes, trailers, campers, boats, boat trailers, snowmobiles, or other off road vehicles shall be permitted on driveways on sides of property only. No semi-trucks will be parked on the property or the streets of the subdivision.

11. Landscaping

Front yards shall be fully landscaped within one year, and rear yards within two years after the exterior of the main building is finished.

12. Driveways

All primary driveways shall be concrete. Secondary driveways may be concrete, asphalt or other approved hard surface. Dirt or gravel driveways are not allowed.

13. Surface Drainage

Special attention shall be given to the site surface drainage so that surface waters will not affect neighboring properties.

14. Covenants

The covenants are to run with the land and shall be binding on all parties, and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which

time these covenants shall be automatically extended for successive periods of ten (10) years unless any instrument signed by 2/3 of the owners of the lots has been recorded agreeing to changing these covenants in whole or in part.

15. Enforcement

The foregoing Conditions and Restrictions shall bind and endure to the benefit of and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, they and each of their legal representatives, heirs, successors, or assignees and a failure by either the owners above named or their legal representatives, heirs, successors, or assignees, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Patricia A. Wilson
8/29/03

TRACT 1288 "SAGE MEADOWS"
 SITUATED IN THE N 1/4, NE 1/4 SECTION 13
 T39S, R32EWA
 CLATSOP COUNTY, OREGON

TRUSTEES' CERTIFICATE

The following is a true and correct copy of the original instrument as the same appears in the records of the County of Clatsop, Oregon, and is hereby certified to be a true and correct copy of the original instrument as the same appears in the records of the County of Clatsop, Oregon.

Witness my hand and seal this 29th day of August, 2003.

[Signature]
 Notary Public for Oregon

DECLARATION

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original instrument as the same appears in the records of the County of Clatsop, Oregon, and is hereby certified to be a true and correct copy of the original instrument as the same appears in the records of the County of Clatsop, Oregon.

Subscribed and sworn to before me this 29th day of August, 2003.

[Signature]
 Notary Public for Oregon

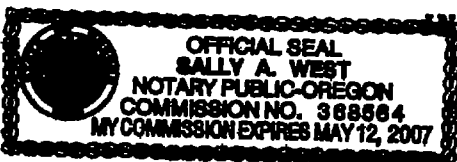
STATE OF OREGON,

County of Clatsop

FORM No. 23—ACKNOWLEDGMENT,
 Bureau-Near Law Publishing Co., Inc.
 Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 29th day of August, 2003, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named Leticia Nelson

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



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

[Signature]
 Notary Public for Oregon

My commission expires May 12, 2007