

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

M06-13239

Klamath County, Oregon

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Pages 4 Fee: \$36.00

RECITALS:

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.

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.

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.

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.

On July 6, 2004, Amendment to Declarations of Restrictions, Oregon Shores Subdivision, Unit 2, Tract 1113 and 1184, First Addition, were recorded in Volume M04 beginning at page 43885 of said records.

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 and 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:

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. Such signs to be placed only on the lot to which they pertain.

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- e. 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.

3. 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 utility lines shall be underground. Any utility required to cross a road shall be bored under road, or, if road has to be opened, road shall be put back to roads specifications (see specifications) at the expense of lot owner.
- 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 no less than twenty-five (25) feet from a side property line abutting a street. Height of any structure shall be no more than twenty-five (25) feet from ground level and shall not unnecessarily obstruct view of neighboring lots.

4. 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 Board of Directors of the Club. No dwellings with a floor area of less than 1,200 square feet, exclusive of open porches and garages, shall be permitted on any lot. It is recited that some houses may have been approved or built with less than 1,200 square feet prior to July 1, 2006 and such houses may remain, but may not be replaced by houses with less than 1,200 square feet, exclusive of open porches and garages. Height of any structure shall be no more than twenty-five (25) feet from ground level and shall not unnecessarily obstruct view of neighboring lots. Site built homes must have exterior completed within (1) one year.
- b. Mobile homes, manufactured and modular, 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. Notwithstanding the above, the construction of mobile, manufactured, or modular homes, which are manufactured prior to placement upon a Lot, may be approved provided each of the following:
 - i. The mobile, manufacture, or modular home was constructed according to applicable codes and laws; and
 - ii. The mobile, manufactured, or modular home was constructed no later than 5 years prior to its permanent location on the Lot; and
 - iii. The mobile, manufactured, or modular home, its location and manner of attachment have been approved, with or without conditions, by the Board of Directors; and
 - iv. The Board of Directors may attach conditions to the appearance of the manufactured home, the company of its manufacture, its location to be placed on the Lot and its manner of attachment.
- c. Before any building construction is started, the owner or his agent shall submit completed building blue prints approved by Klamath County Building Department, including a plot plan, to the Board of Directors of the Club, and shall not proceed with such construction until a written permit therefore has been given by said Board of Directors; provided, however, that if said Board of Directors 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 be deemed to have been given by said Board of Directors; provided, however, that no approval whether formally given or by reason of non-action by the Board of Directors shall permit a violation of other provisions contained in these Declarations or Club By-Laws. In addition, the Board of Directors may subject

approval to reasonable conditions, including, but not limited to, conditions related to the safety and welfare of the Club and its members.

- d. No basement, shack, garage or other out-building erected in the tracts shall be at any time used as either temporary or permanent residence, unless by express permission of the Board of Directors of the Club.
- 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.
- f. If a home is partially damaged by fire or other hazard, replacement of the home is to be initiated for the approval of the Board of Directors 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.

5. 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 (\$100.00) per year; however, the Board of Directors may increase the individual assessment by twenty-five (\$25) for four consecutive years beginning the assessment for the fiscal year beginning July 1, 2007. These assessments shall be used for maintenance of water and roads. In case of unforeseen circumstances requiring major repairs to water, roads and park, and if the repairs will not be covered by the annual assessment and contingency fund, the Club may levy a special assessment not to exceed One Hundred Dollars (\$100.00) per lot.
- 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.

6. 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.
- 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.

7. 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.

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 Board of Directors of the Club assumes no personal liability for acting or failing to act to enforce any provision of these Restated Declarations of Restrictions. This limitation of personal liability shall not limit the right of a party to enforce any provision of these Restated Declarations of Restrictions or to recover any damages, which may be suffered as a result of a violation of any provisions of these Restated Declarations of Restrictions.
- d. For the purpose of enforcing the covenants and Club By-Laws, the Club may take any legal action or do anything which could be done by an individual owner of the land in this area. In the event of enforcement or other action against owners or members, the Club shall be entitled to attorney fees and other enforcement costs, including for any appeals.

OREGON SHORES RECREATIONAL CLUB, INC.

By: Wynn B. Hecox
President

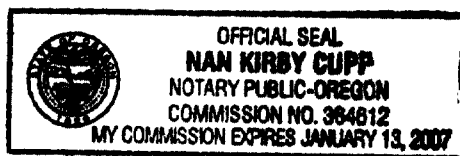
By: Charles D. Brumble
Secretary

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on June 26, 2006

By Wynn B. Hecox Title PRESIDENT, Oregon Shores Recreational Club, Inc. on June 26, 2006

By Charles D. Brumble Title SECRETARY, Oregon Shores Recreational Club, Inc. on June 26, 2006



Nan Kirby Cupp
Notary Public for Oregon

My commission expires JANUARY 13, 2007

Restated Declarations of Restrictions for Oregon Shores Subdivision, Unit 2, Tracts 1113 and 1184