

2012-010782

Klamath County, Oregon



00124980201200107820060063

09/28/2012 11:55:46 AM

Fee: \$62.00

Rheuanell
Registered to Owner

Klamath Falls Forest Estates Unit 1
Homeowners Association, Inc.
PO BOX 56
Bonanza OR 97623

Declarations of establishment of conditions, covenants and restrictions affecting real property known as Klamath Falls Forest Estates Highway 66 Unit Plat No. 1 Blocks 1 through 24 inclusive except Lot 1 of Block 1. Recorded September 28, 2012. Volume 346, Page 473. Klamath County, Oregon, Deed Records.

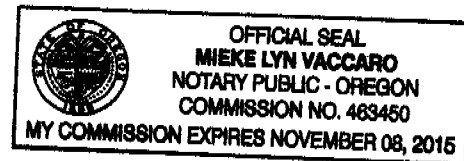
Grantor:

Klamath Falls Forest Estates Unit 1
Homeowners Association, Inc.
PO BOX 56
BONANZA OR 97623

RH Full C/LH

9/28/12

17 Julie Lynn Vaccaro, Notary Public
State of Oregon
Comm. Exp. Nov 8, 2015



DECLARATIONS OF ESTABLISHMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY KNOWN AS KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT PLAT NO. 1. BLOCKS 1 THROUGH 24 INCLUSIVE EXCEPT LOT 1 OF BLOCK 1. RECORDED SEPTEMBER 17, 2012. VOLUME 346, PAGE 473. KLAMATH COUNTY, OREGON, DEED RECORDS.

This declaration made this 17th day of September, 2012 by and between Outdoor Land Development Corp., an Oregon corporation, and Valiant Development Corp., an Oregon corporation, doing business as Klamath Forest Estates, hereinafter referred to as "Klamath", and SSD corporation, an Oregon corporation, hereinafter referred to as "SSD",

WITNESSETH;

Whereas, Klamath is the owner of certain real property located in the County of Klamath, State of Oregon, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference; and

Whereas, the properties described in Exhibit "A" have been subdivided with the intention of being sold to individual land owners in compliance with the various subdivision laws of the state of Oregon. The property described in said Exhibit "A" shall hereinafter be referred to as "the property"; and

Whereas, the parties deem it necessary and advisable for the protection of all of the present and future owners of all of the property that certain conditions, covenants and restrictions be established to which the property in Exhibit "A" would be subject, and that an organization be established for the purpose of supervising the maintenance of the various parcels located on the property, owning and operating recreational facilities available to the various owners of the property, and providing such others services as the present and future owners deem advisable for maintaining the property as a recreational area, and providing necessary information for new and absent owners.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

That the Owners, each and everyone of them, hereby declare and certify: That they do hereby establish a plan for the protection and maintenance of the property and the providing of additional recreational facilities for the owners of the property, and do hereby fix the conditions, covenants, reservations, liens, and charges upon and subject to which all lots, parcels and portions of the property shall be used, held, leased or sold and/or conveyed by the Owners, and each of them, and each and all of which is and are for the benefit of the property, and of each owner of land therein, whether present or future, and which shall inure to and pass with said property, and each and every parcel of land therein, and shall apply to and bind the respective successors in interests of the present Owners, and each thereof, and is hereby imposed on each and every parcel of the property as a servitude in favor of the property, and each and every other parcel of land therein, as a dominant tenement or tenements, as the case may be, as follows:

1. In order that the entire tract retains its present natural and rustic state, Klamath has established and does hereby establish the following restrictions which shall be applicable to all present and future owners of each and every parcel, insuring to each and every owner of said parcels full recreational enjoyment of their property:

- (a) No person shall permit the accumulation of debris or flammable materials on any portion of the property covered by these covenants, and every person residing on, using, or otherwise occupying any portion of the premises shall observe forestry practices to eliminate fire hazards.
- (b) No person shall cut and/or remove any trees of more than four (4) inches in diameter without receiving prior written permission from the Klamath Recreational Association. Said permission shall not be withheld if necessary for providing space for home construction or in order to comply with good forestry practices.
- (c) In order for the tract to retain its natural recreational atmosphere, no road improvements shall be authorized over any of the dedicated roads unless said improvements have been authorized by the vote of 50% or more of the members of the Klamath Recreational Association, and only after a special meeting has been held for the purpose of discussing such improvements at which every property owner has been afforded an opportunity to speak and for which meeting each property owner has had not less than fifteen (15) days prior written notice. This shall in no way prevent the Association from expending money to maintain the roads in their present condition.

2. Klamath has caused to be formed a non-profit organization known as the Klamath Recreational Association (hereinafter referred to as "Association"), which organization has been formed for the purpose of maintaining the roads on the property and providing such additional other services to the owners of the property as shall be determined from time to time by its Trustees. Association has incorporated as a non-profit corporation. Said Association has a board of five (5) Trustees, the entire initial Board elected by Klamath, to serve until December 31, 2013.

3. All owners of a parcel of the property shall automatically become a member of the Association and shall receive a certificate of membership. Each member and his immediate family shall be entitled to all rights of membership and shall be entitled to one vote at all membership meetings for each lot owned.

4. Membership dues of the Association shall be the sum of \$10.00 per calendar year, which shall be due and payable on or before September 30th of each and every year. Each owner of two or more parcels may elect to have only one membership in the Association in which event his total annual membership dues shall be reduced to \$10.00 per year and he shall be entitled to only one vote at any membership meeting.

5. Trustees of the Association shall be elected each year on a calendar year basis to serve for the next succeeding calendar year. Prior to December 1st of each year, a membership meeting shall be held for the purpose of electing four of the five trustees for the next calendar year. Said Trustees shall be elected on the basis of cumulative voting of one vote per trustee for each membership owned. Voting may be by proxy. Klamath shall designate the fifth trustee of Association. In the event Klamath fails to so designate, then said trustee may be designated by the trustee named by Klamath for the preceding year. In the event said person also fails to designate such trustee, then said fifth trustee shall

also be elected by the membership. Klamath's right to designate such trustee shall pass to its lawful assigns or successor organization upon its dissolution.

6. The Trustees shall select from among their number a chairman, treasurer, and a secretary who shall perform such functions as shall be designated from time to time by the Trustees. In all events, the secretary shall keep a record of all memberships, and shall send a notice to all members, notifying them of the annual meeting, which notice shall be sent to the members at their last known address at least fifteen (15) days prior to said annual meeting. The treasurer shall collect all membership dues, shall account for all funds of the Association, and shall make the disbursement of all of said funds.

7. The Association shall retain an employee who will devote such time to the Association affairs as deemed necessary by the Trustees, which person will have to be knowledgeable about the Klamath Falls area, but need not be a member of the Board of Trustees of the Association.

8. The Association has acquired a parcel of land of approximately one acre upon which the Association office shall be located until further facilities are purchased or leased by the Trustees. In order that the members may immediately begin enjoying the recreational facilities to be furnished by the Association, the Association has been granted the use of a barn and corrals which the Association shall be entitled to use without charge until June 30, 1964.

9. Trustees shall have the power to purchase and/or lease additional real estate; to construct recreational facilities; to purchase recreational equipment, including horses; to expend money for maintaining the roads and other facilities owned and/or operated by the Association for the benefit of all members; to provide informational services for members and prospective owners of the property, and to provide such additional services to the members as they in their sole discretion may determine to be advisable.

10. The membership dues for each calendar year shall be due and payable and shall be paid to the treasurer of Association on or before the 30th day of September of each year. If the membership fee as to any parcel shall not be fully paid on said date, the amount thereof together with interest at the maximum rate permitted by law from such date on the unpaid amount, and costs of collection shall become and be a lien and enforceable by the Association against all the real property owned by the member within the property at that time. For all unpaid membership dues, the Association may, within sixty (60) days after the due date, file in the office of Klamath County Clerk a claim of lien describing the parcel to which said lien is attached and shall also file a notice of lien in the Klamath County, Oregon, Deed Records. Said lien may be foreclosed and the property sold to satisfy said lien in the same manner as liens are foreclosed in the foreclosure of mechanic's liens. A lien against such parcel in the amount herein provided shall arise upon the filing of such claim of lien. If no such claim of lien shall have been filed within the time specified, but no action to enforce such lien shall have been commenced within six (6) months after such recording, then the Association's claim and/or any lien shall be null and void.

The membership dues for each year on each parcel shall be prior and superior to any and all liens or encumbrances upon or against such parcel except for

- (a) liens for taxes and assessments levied or assessed by public authorities levied on such real property, and

- (b) the lien of any unpaid mortgage or deed of trust of record within which such parcel at the time such claim of lien hereunder is filed, and given in good faith and for value shall be prior to the membership fee lien.

11. Any person purchasing any parcel of the property under an agreement for deed and purchase of real property or a land purchase contract shall be deemed the owner of said parcel for the purposes of this agreement and shall be the member of Association in regard to said parcel.

12. This Declaration, and each and every part hereof, is and shall be construed as a covenant running with the land. All conveyances and contracts of sale of all or any part of the property hereinafter executed by any of the owners are hereby made subject to the condition and covenant that the grantee or vendee therein by the acceptance of such conveyance or contract of sale covenants for himself, his heirs, assigns, executors, administrators and successors in interest that the Association shall have the right, power and authority to do and/or perform and/or enforce any and all of the functions provided for in this Declaration.

13. The owners of certain other property which may have been heretofore subdivided or which may be subdivided in the future may wish to become members of the Klamath Recreational Association so they may participate in the benefits of Association membership and use the Association facilities. Such members would also be required to pay dues in the same amount as provided for members under this agreement. It is hereby agreed that the owners of such other land may participate in the conduct of the Association and the owner of each parcel shall become members of the Association with its rights and privileges, including its right to vote in the annual election of trustees, and shall be charged with the membership dues provided hereunder providing that the owners of said property file a Declaration of Establishment of Conditions, Covenants and Restrictions Affecting Real Property similar to this Declaration, which document must be joined in by the president and/or vice president and secretary and/or assistant secretary of the Klamath Recreational Association. Upon the recordation of such a document in the office of the County Clerk of Klamath, Oregon, such property will be deemed to have such rights and privileges and be charged with such duties and obligations as are set forth herein with the same force and effect as if they had been part of the property described in the Exhibit "A" attached hereto at the time of the original declaration.

14. All of the terms and conditions of this Declaration of Establishment of Conditions, Covenants and Reservations affecting real property shall cease and terminate on December 31, 2062. Notwithstanding anything above to the contrary, this Declaration of Establishment of Conditions, Covenants and Reservations Affecting Real Property may be revoked and terminated by a vote of not less than 75% of the members of Association voting at a duly called meeting for which all members have been given not less than fifteen (15) days written notice.

EXHIBIT 'A'

BLOCKS 1 THROUGH 24 INCLUSIVE,
EXCEPT LOT 1 OF BLOCK 1,
KLAMATH FALLS FOREST ESTATES
HIGHWAY 66 UNIT PLAT NO. 1,
KLAMATH COUNTY, OREGON