

2021-014722

Klamath County, Oregon



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09/29/2021 09:46:41 AM

Fee: \$97.00

**DECLARATIONS OF RESTRICTIONS
OF
OREGON SHORES SUBDIVISION**

WHEREAS, the undersigned, Grayco Land Escrow Ltd., a California Corporation, as trustee for Perla Development Company, Inc., being the owners of record of all of the land located in Klamath County, Oregon, and known as Oregon Shores Subdivision, according to the official plat thereof on file with the Klamath County Clerk; and Perla Development Company, Inc., an Arizona Corporation; and Oregon Shores Beach Club, Inc., an Oregon non-profit Corporation, all being concerned with the development of said land and the enhancement and preservation of the attractiveness of said land for themselves and future homebuilders in said area:

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENT, that the undersigned do hereby declare that the following reservations, conditions, covenants, restrictions and agreements 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, and that all land therein contained is subject to the following:

1. **LAND USE** All land in said Oregon Shores Subdivision shall be for residential use only except Block 17 which may be used for a private park and marina with private parking; said park and marina to be for the use of Oregon Shores Beach Club, Inc., members only (and their guests) and Block 4 lot 12; Block 16 lots 8 and 23 which may be used for water well sites. Each lot shall contain only one residence and one guesthouse and no premises or any buildings thereon shall be used or occupied for any purpose other than strictly residential purposes. Provided, however that lots 1 through 5 in Block 1, lots 1 through 14 in Block 3 and lot 1 in Block 4 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.

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.

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

No rubbish or garbage dumps shall be permitted on any property. No advertising signs except name plates of professional men 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 Oregon Shores Subdivision, or its assigns may use in the promotion of the sale of any lot in the subdivision.

In regards to rental properties, please be advised that you, as the property owner, are ultimately responsible for the upkeep and condition of the property. It is your responsibility to inform your tenants, or provide a copy of the Declaration of Restrictions of Oregon Shores Subdivision (known as the CC&Rs) that they are to abide by and respect. Should your tenants be in violation of the CC&Rs, notice will be sent to you, the property owner, for resolution. As the property owner, you are solely responsible for any fines assessed due to your tenant's violations.

In addition, you are responsible for any keys relevant to the property (i.e., marina and/or mailbox keys) as well as the annual HOA assessment of \$100 per lot. Oregon Shores HOA is not responsible for the replacement of any lost keys to the marina gate and/or mailbox.

Angela Mendez

Returned at Counter

Any issues your tenant has regarding the property or the community should be brought directly to you, the property owner. The Board will only converse with the property owner.

2. **SETBACKS AND EASEMENTS** 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 with the exception of telephone and electric lines shall be underground.

Buildings and lots shall conform to Klamath County Zoning Ordinances and Building code.

3. **BUILDINGS** 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 Oregon Shores Beach Club, Inc. No dwellings with a floor area of less than 800 square feet, exclusive of open porches and garages, shall be permitted on any lot, except that a mobile home dwelling of not less than 600 square feet shall be permitted on any lot.

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 Oregon Shores Beach Club, Inc. and shall not proceed with such construction until a written permit therefore 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 thereof shall be deemed to have been given by said committee.

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

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** All owners of land and contract buyers of land in said area shall be members of the Oregon Shores Beach Club, Inc. a non-profit corporation formed for the purposes of preserving and enhancing the esthetic values of the area, providing recreational benefits for the land owners 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.

The Oregon Shores Beach Club, Inc. may levy assessments against its members to defray the expenses of the Club. The current assessment amount is One Hundred Dollars (\$100.00) per lot per year; however, said individual assessments shall increase to One Hundred Twenty-five Dollars (\$125.00) per lot per year for the next five years to achieve the goal of \$100,000.00 in the water fund. The \$25 per lot per year will be placed in the water reserve fund and not used for any other purpose. This increase will start July 1, 2022 and will continue until June 30, 2027. At the end of the fifth year, the assessment will return to \$100.00 per lot per year.

HOA annual assessments are due July 1 of the current year.
Assessments not paid by August 1 of the current year will be charged an additional \$5.00 per lot.
Assessments not paid by September 1 of the current year will be charged an additional \$10.00 per lot.
Assessments not paid by October 1 of the current year will be charged an additional \$20.00 per lot.
Assessments and late fees not paid by November 15 of the current year will be turned over to the collection agency.

For the purposes of determining membership in the Oregon Shores Beach Club, Inc., a landowner, shall be defined as a record owner of land within the area 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 Oregon Shores Beach Club, Inc. 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. The developer, PERLA DEVELOPMENT COMPANY, INC. or its successor, will be a member to the extent of lots held by it and not sold under contract of sale.

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

5. **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 Oregon Shores Beach Club, Inc. and to abide by the rules and regulations of said Club as they shall from time to time be made.

6. **ENFORCEMENT OF RESTRICTIONS AND COVENANTS** It is the intent of the declarants and all of them that each of the restrictions herein contained it intended to apply to all of the land in Oregon Shores Subdivision, as the same is particularly described in that subdivision plat of record with the Clerk of Klamath County, Oregon. Invalidity of any one of these restrictions shall not invalidate any of the other restrictions, which the parties do hereby declare shall remain in full force and effect.

CC&R Violations and Fines

These violations are based on Klamath County Chapter 401, Nuisance Control

Violation	1st Notice	2nd Notice	3rd Notice	4th Notice	5th Notice
Unlicensed or Abandoned Vehicles (per vehicle)	Turned over to KCCE	Warning letter	\$25	\$50	\$100, turn off water & turn over to Collections
Unsafe Building(s) or Attachments	Turned over to KCCE	Warning letter	\$25	\$50	\$100, turn off water & turn over to Collections
Living in RV illegally longer than 2 weeks	Turned over to KCCE	Warning letter	\$25	\$50	\$100, turn off water & turn over to Collections
Collection of garbage & trash on property	Turned over to KCCE	Warning letter	\$25	\$50	\$100, turn off water & turn over to Collections
Abandoned building(s) on property	Turned over to KCCE	Warning letter	\$25	\$50	\$100, turn off water & turn over to Collections
Illegal Business on Property	Turned over to KCCE	Warning letter	\$25	\$50	\$100, turn off water & turn over to Collections
Open and Unsafe Pits on Property	Turned over to KCCE	Warning letter	\$25	\$50	\$100, turn off water & turn over to Collections

Notices will be sent out in 30-day increments.

Fines accrue and will be added to annual assessment and subject to late fees.

If no action is taken within 30 days after 4th notice, the water will be turned off and the violation will be turned over to the Collection Agencies.

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 two-thirds (2/3) of the lots, until January 1, 1995, 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

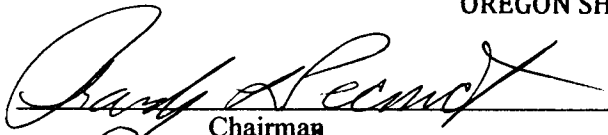
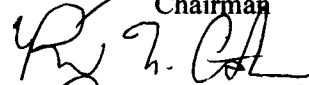
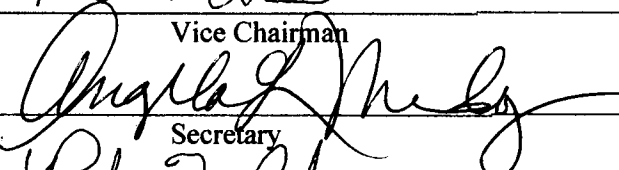
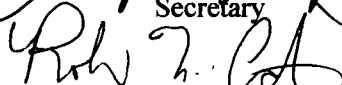
successive ten (10) year periods thereafter, unless by a majority vote of the owners of all such land, it is agreed to change the said covenants in whole, or in part.

The declarants further covenant and agree that any breach of any provision of these Restrictions shall give any person injured thereby, provided he is an owner or a contract buyer of land in said subdivision, and a member in good standing of the Oregon Shores Beach Club, Inc., 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 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.

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

WITNESS OUR HANDS on the date as set forth by our signatures below.

OREGON SHORES BEACH CLUB, INC.

 Date: 9-29-21
Chairman
 Date: 9/29/21
Vice Chairman
 Date: 9/29/2021
Secretary
 Date: 9/29/21
Treasurer

ACKNOWLEDGEMENT CERTIFICATE

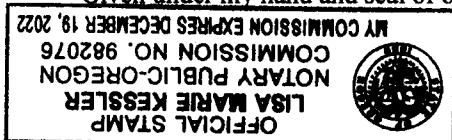
State of Oregon County of Klamath

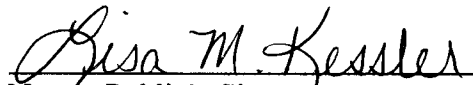
Before me, Lisa M. Kessler, on this day personally
Name of Notary Public

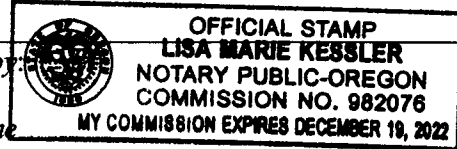
appeared Randy Pecknik, Angela Mendoza and Robert Carter,
Name(s) of signer(s)

To be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 29th day of September, 2021




Notary Public's Signature
Commission Expires
December 19, 2022

Signer's Identity verified by:	
<input type="radio"/> Personally known to me	
<input type="radio"/> Identity proven on the oath _____	
<input checked="" type="radio"/> Identity proven on the basis of <u>Oregon ODL</u>	
Name of credible witness _____	
Description of identity card or other document _____	