

99581

Vol M-65 Page 745

KNOW ALL MEN BY THESE PRESENTS, That Norman W. Jones and  
B. Emogene Jones, Husband and Wife,

in consideration of Five and 00/100 (\$5.00) \* \* \* \* \* Dollars,  
and other good and valuable consideration  
to them paid by William G. Vallier and Delores Vallier,  
Husband and Wife

do hereby grant, bargain, sell and convey unto said William G. Vallier and  
Delores Vallier, Husband and Wife,  
their heirs and assigns, all the following real property, with the tenements,  
hereditaments and appurtenances, situated in the County of Klamath and State  
of Oregon, bounded and described as follows, to-wit:

Lot 33, WEST PARK, according to the official records  
thereof on file in Klamath County, Oregon;

- Subject, however, to the following:
1. 132nd Paving Improvement Lien, docketed February 25, 1957 in Lien Docket 11, page \_\_\_\_\_, of the City of Klamath Falls, Oregon, in the amount of \$402.57. \$192.57 paid March 26, 1957, balance of \$210.00 payable in 10 annual installments of \$21.00. 8 paid, none due.
  2. Reservations and restrictions contained in the dedication of WEST PARK, as follows: "...subject to building setbacks and regulations as set forth by the Zoning Ordinances of the City of Klamath Falls, Oregon, and to Utility Easements as shown on the annexed plat".
  3. Declaration of Conditions and Restrictions, executed by Norman W. Jones and B. Emogene Jones, husband and wife, dated September 10, 1956, recorded September 21, 1956, in Deed Volume 286, page 611, records of Klamath County, Oregon, as shown in Exhibit "A", attached.
  4. Right of way for transmission line, including the terms and provisions thereof, executed by Norman W. Jones and B. Emogene Jones, husband and wife, to the California Oregon Power Company, a California corporation, dated October 22, 1956, recorded October 25, 1956, in Deed Volume 287, page 446, records of Klamath County, Oregon.

To Have and to Hold the above described and granted premises unto the said  
William G. Vallier and Delores Vallier,  
Husband and Wife, their heirs and assigns forever.

And Norman W. Jones and B. Emogene Jones, Husband  
and Wife the grantor s  
above named do covenant to and with the above named grantee s their heirs and assigns  
that they are lawfully seized in fee simple of the above granted premises, that the above  
granted premises are free from all encumbrances, except as above and those of  
record,

and that they will and their heirs, executors and administrators, shall warrant and forever  
defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands  
of all persons whomsoever,

Witness their hand s and seal s this 24 day of July, 19 65

Executed in the Presence of

Norman W. Jones (SEAL)

B. Emogene Jones (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON,

746

County of Klamath

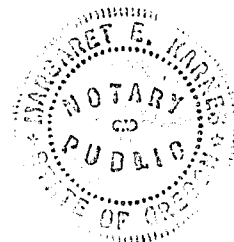
ss.

BE IT REMEMBERED, That on this 8th day of July, 1965,  
before me, the undersigned, a Notary Public

in and for said County and State, personally appeared the within named  
Norman W. Jones and B. Emogene Jones,

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

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



Margaret E. Harner  
Notary Public for Oregon.

My Commission expires 12-13-66.

WARRANTY DEED

(FORM No. 3)

TO

STATE OF OREGON,

County of

ss.

I certify that the within instru-  
ment was received for record on the  
day of  
19 , at o'clock M.,  
and recorded in book  
on page  
of said County.

Record of Deeds

Witness my hand and seal of  
County affixed.

County Clerk—Recorder.

By

Deputy.

STELLEN-NEES LAW F.B. CO., PORTLAND



EXHIBIT "A"

747

DECLARATION OF CONDITIONS AND RESTRICTIONS NORMAN W. JONES  
AND B. EMOGENE JONES, husband and wife, first parties,

TO THE PUBLIC.

KNOW ALL MEN BY THESE PRESENTS, That Norman W. Jones and B. Emogene Jones, husband and wife, owners of all the following real property, with the tenements, hereditaments, and appurtenances, situated in the County of Klamath, State of Oregon, bounded and described as follows, to wit:

WEST PARK  
according to the duly recorded plat thereof,

Subject to reservations, setback lines and easements  
shown in the dedication of said West Park,

herein referred to as first parties, hereby adopt the following general scheme and plan for the improvement, use and restrictions in the use of the land herein described and represented by said plat for the enjoyment and self benefit of the first parties, as owners of said land, and also for the owners of any part of said land claiming through them, their heirs, personal representatives, grantees, or assigns, which may, and shall and should, be enforced in equity by the owner of each part and parcel of said land.

LAND USE AND BUILDING TYPE. 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 one story in height with basement and a private garage for not more than two cars.

DWELLING COST QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$11,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet.

BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 15 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 4 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at any minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 7 feet of each lot.

SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

**GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

**TERM.** These covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of 25 years from the date they are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**ENFORCEMENT.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages,

IN WITNESS WHEREOF, first parties have hereunto set their hands this 10th day of September, 1956.

sgd: Norman W. Jones

B. Emogene Jones

Acknowledged September 20, 1956 before William Ganong, Notary Public for Oregon.  
Seal. Regular form.

Recorded September 21, 1956 in Volume 286 of Deeds on page 611.

STATE OF OREGON, COUNTY OF KLAMATH, ss:

Filed for record at request of William G. Vallier

this 10 day of Aug. 1956 3:00 P.M., and

duly recorded in Vol. M-65, of Deeds on Page 745.

Fee \$6.00

DOROTHY ROGERS, County Clerk

By *Jane Mace*

*Attn. Mr. L. Vallier  
1339 California  
City*