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DECLARATION OF CONDITIONS AND RESTRICTIONS

The undersigned, being the record owners and parties in interest of all of the following described real property located in the County of Klamath, State of Oregon:

A tract of land situated in the NW $\frac{1}{4}$ of Section 12, T 39 S, R 9 EWM, Klamath County, Oregon, more particularly described as follows:

PARCEL I

Beginning at the northeast corner of Grace Park as shown on the duly recorded plat thereof, said beginning point being on the intersection of the southerly line of the O.C. & E. railroad right-of-way and the easterly line of Oxbow Street; thence S 66°41'30" E along said railroad right-of-way a distance of 90.00 feet; thence S 23°18'30" W at right angles to said right-of-way and parallel with said easterly line of Oxbow Street a distance of 120.00 feet; thence N 66°41'30" W parallel with said railroad right-of-way a distance of 90.00 feet to a point on the easterly line of Oxbow Street; thence N 23°18'30" E along the easterly line of Oxbow Street 120.00 feet to the point of beginning. Said tract being subject to utility easements sixteen feet in width along the northerly side and eight feet in width along the easterly side thereof.

The bearings of the above described tract of land are based on the bearing of the O.C. & E. railroad as shown on the duly recorded plat of Grace Park.

PARCEL II

Beginning at a point on the easterly line of Oxbow Street, said point being S 23°18'30" W a distance of 180.00 feet from the northwest corner of Grace Park as shown on the duly recorded plat thereof; thence S 66°41'30" E at right angles to said Oxbow Street a distance of 120.00 feet; thence S 23°18'30" W a distance of 231.17 feet; thence S 52°59'30" W a distance of 126.69 feet; thence N 37°00'30" W a distance of 120.00 feet to the easterly line of said Oxbow Street; thence of the arc of a 16 degree curve to the left (central angle is 29°41') a distance of 185.52 feet thence N 23°18'30" E a distance of 104.48 to the point of beginning.

The bearings of the above described tract of land are based on the bearing of Oxbow Street as shown on the duly recorded plat of Grace Park.

do hereby make the following Declaration of Conditions and Restrictions covering the above described real property, specifying that this Declaration shall constitute covenants to run with all of the land and shall be binding on all persons claiming under them and that these Conditions and Restrictions shall be for the benefit of and limitations upon all future owners of said real property.

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 two cars. Basements and what are known as "daylight basements" shall not be counted as

a "story". Outbuildings which are strictly incident to a private residence shall be permitted.

No dwelling or other building shall be erected within twenty feet (20') of the front lot line or nearer than fifteen feet (15') to any side lot line, except that on lots abutting collection or arterial streets, no buildings shall be located nearer than twenty feet (20') to such abutting collection or arterial streets.

The floor area of the main structure, which shall only include living space, and excluding porches or garages, shall not be less than 1,100 square feet.

All building shall be completed and the exterior of the buildings painted within six months from the time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such dwelling shall have been completed and painted.

No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

No fences, walls, hedges, or shrub planting shall be allowed to exceed an elevation of two (2) feet on the front lot line, or within 20 (twenty) feet of the front lot line and no fence, wall, hedge, or shrub planting shall exceed five feet, six inches (5'6") in elevation on the rear portion of said lot.

Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept excepting 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.

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.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (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.

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.

No individual water-supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements and standards of all controlling local Public Health authorities. Approval of such system as installed shall be obtained from such authorities.

No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all controlling local Public Health authorities.

Easements for installation and maintenance of utilities, irrigation, and drainage facilities are reserved as stated on any deed granted and over the rear eight (8) feet of each lot.

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 an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

The foregoing Conditions and Restrictions shall bind and enure 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, their and each of their legal representatives, heirs, successors or assigns; and a failure

5645

either by the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violations thereof and any failure to do so, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney fee in such suit or action.

Dated this 26 day of May, 1966.

Joe L. Keller, Jr.
Joe L. Keller, Jr.

Rosie Keller
Rosie Keller

STATE OF OREGON }
County of Klamath } ss.

On the 26 day of May, 1966, personally appeared before me the above named Joe L. Keller, Jr. and Rosie Keller, husband and wife and acknowledged the foregoing instrument to be their voluntary act.

William V. Bond
NOTARY PUBLIC FOR THE STATE OF OREGON
My Commission expires: 7-1-67

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at Oregon Title Co
this 31st day of May, 1966, at 4:33 PM, and
duly recorded in Vol. 11-66, at 11-66 of Page 5612
By DOROTHY ROGERS, County Clerk

Fee 6.00 pd.

By 34

4

at Oregon Title