

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

LOST RIVER DEVELOPMENT CO., a corporation, First Party, To THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, That Lost River Development Co., a corporation, hereinafter called FIRST PARTY, owner of all of the following described real property, with the tenements, hereditaments, and appurtenances thereunto appertaining, situate in the County of Klamath, State of Oregon, bounded and described as follows, to-wit:

RIVER RANCH ESTATES, according to the official plat thereof on record with the Klamath County Clerk,

hereby adopts the following general protective covenants, conditions, restrictions, scheme and plan for the improvement, use and enjoyment of the land herein described and represented by said plat, for the enjoyment and self-benefit of First Party, as owner of said land, and also for the owners of any part of said land claiming through First Party, and the successors and assigns of First Party or the heirs, successors or assigns of any parties claiming through First Party, which may, shall and should be enforced in equity by the owner of each part and parcel of said land.

PERMITTED LAND USE: Each parcel shall be used primarily for residential purposes. Light agricultural activity primarily oriented toward consumption, use or enjoyment by any parcel resident or owner consistent with residential use is permitted, as well as any other activity which can be conducted out of the home. Not permitted shall be trailer courts, used car lots, commercial feed lots, commercial garages, or any other business of like nature or which cannot be conducted from a residence in which the person so conducting such activity shall simultaneously live.

PERMITTED BUILDINGS: Permitted buildings on each parcel shall be one single family dwellings not to exceed two stories, together with necessary garage (which may be attached or detached), and necessary outbuildings, including one guest house. Single story dwellings must

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be of not less than 800 sq. ft. and two story dwellings must not be of less than 1200 sq. ft. exclusive of covered porches and attached garages. Also permitted, shall be custom built and skirted in mobile homes of at least 10 feet by 50 feet, exclusive of covered porches. The exterior of all structures erected on any parcel shall be painted, maintained, kept in good condition and fully completed within one year from the start of said construction. No structure of any temporary nature, basement, tent, shack, garage, barn or other outbuildings shall be used on any parcel at anytime as a dwelling, whether temporary or permanent. All dwellings, other than custom built mobile homes, shall conform to Federal Housing Administration minimum standards for this area and plumbing and electrical codes of the States of Oregon.

BUILDING LOCATION, EASEMENTS AND SETBACKS: All setback lines, and easements shown on the plat shall be observed. No building shall be erected within ten (10) feet of the side of a lot of an adjacent owner. Easements for installation and maintenance of utilities, drainage, and irrigation ditches are reserved as shown on the plat.

NUISANCES: No noxious or offensive activity shall be carried on upon any parcel now shall anything be done thereon which may be or become an annoyance or a nuisance of the neighborhood. All lots shall be kept neat and clean, and all trash, debris and prunings, etc. shall be removed as soon as possible.

GARBAGE, REFUSE AND SEWAGE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish or for storage of junk. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of trash, garbage or other waste material shall be kept in a clean and sanitary condition. All disposal systems and/or plumbing systems and/or water systems and/or wells shall be constructed, drilled used and maintained in conformity with and so as to comply with all applicable laws and regulations and, prior to the installation of any such system and well, the owner of said lot shall obtain from the State Board of

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Health or its authorized agent, written approval of the plan of installation of such system prior to the installation thereof by submitting, prior to such installation, written plan thereof to the State Board of Health or its authorized agent. All plumbing shall be indoors.

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded after which time said 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 parcels has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

SUBORDINATION: It is further provided that a breach of any of the conditions contained herein or of any re-entry by reason of such breach, shall not be render invalid the lien of any contractor, mortgage, or deed of trust, made in good faith and for value as to said premises or any part thereof, but said conditions shall be binding upon and effective upon any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

SEVERABILITY: Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, First Party has hereto set its hand and corporate seal this 11th day of July, 1966, by and through its president and vice-president pursuant to a resolution of its Board of Directors.

LOST RIVER DEVELOPMENT CO. 40

(Corporate
Seal)

By J.R. O'Neil President

By Peggy O'Neil Vice-President

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

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On this 11th day of July, 1966, before me appeared J. K. O'Neill and Peggy Ann O'Neill both to me personally known, who being duly sworn, did say that he the said J. K. O'Neill is the President, and she the said Peggy Ann O'Neill is the Vice-President of LOST RIVER DEVELOPMENT CO. the within named corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and J.K. O'Neill and Peggy Ann O'Neill acknowledged said instrument to be the free act and deed of said corporation.

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

Charles E. Giacomini
Notary Public for Oregon

My Commission expires: Aug. 5, 1966

(SEAL)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of J. Anthony Giacomini
this 11 day of July, 1966 at 11:40 o'clock P.M., and
duly recorded in Vol. 46, of Deeds on Page 6961
Fee \$6.00 DOROTHY ROGERS, County Clerk
By Jane Miller

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at J. Anthony Giacomini
125 17. 1/16
Notary