

15990

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RECREATION PARK

DECLARATION OF CONDITIONS AND RESTRICTIONS

JOHN M. KEMPER and ELINOR L. KEMPER, husband and wife, First Parties,
TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that First Parties are the owners of all
of the following real property, with the tenements, hereditaments and appurten-
ances, situated in the County of Klamath, State of Oregon, bounded and described
as follows, to-wit:

RECREATION PARK, according to the duly recorded plat thereof,
and First Parties hereby adopt the following general scheme and plan for
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 claim-
ing through them, their successors, administrators or assigns, which may, and
shall and should, be enforced in equity by the owner of each part and parcel
of said land.

1. That no person shall ever suffer or permit any unlawful, unsightly
or offensive use to be made of said premises, nor will any person
suffer or permit anything to be done thereon which may be or become
a nuisance or annoyance to the neighborhood.
2. That no lot shall be used except for residential or summer homesite
purposes.
3. That no lot shall ever be subdivided into more than three parcels.
4. That no building except one summer home or residence and the usual
and necessary outbuildings thereto shall ever be erected on any one
lot or subdivision thereof.
5. That no building shall ever be erected within 5 feet of any exterior
property line.
6. That no tree larger than 4 inches in diameter 24 inches above the
ground may be cut except to clear the land for a permanent structure
or driveway.
7. That no animals other than domestic household pets shall be permitted
on the lots.
8. No hunting shall be permitted on any of said lots and no firearms
may be discharged from any of said lots.
9. That garbage must be disposed of in a sanitary manner.
10. That all lots are for private recreational use only, and no person
shall use his lot or lots for entertainment of or serving as host
for or to groups, clubs and organizations.

L.L.
GANGS, GANDS
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

- 1 11. That lot owners may permit guests to camp or pitch tents on their
- 2 lot for a period of not more than two weeks at any one time, provided,
- 3 however, that such camping shall be done in a good, campmanlike
- 4 manner.
- 5 12. That no temporary housing shall be permitted on any lot except during
- 6 the period of construction of a permanent residence and in no event
- 7 shall same be permitted for a period in excess of 90 days, provided,
- 8 however, that trailerhouses and mobile homes owned by the owners of
- 9 the lot are deemed permanent housing.
- 10 13. All fires for burning slash shall be done in the properly authorized
- 11 season and pursuant to United States Forest Service and/or Klamath
- 12 Forest Protective Service regulations. Fireplaces in all buildings
- 13 shall have a heavy mesh screen permanently affixed thereto in the
- 14 flue fine enough to prevent the passage of sparks. No outdoor fires,
- 15 other than for the clearing of ground, shall be allowed except in
- 16 permanent fireplaces or firepits, which shall be in the center of
- 17 an area with a 30-foot cleared radius of all inflammables and which
- 18 shall have a water hose connection within said area with 100 feet of
- 19 hose and sufficient water supply and pressure to operate said hose.

GENERAL PROVISIONS

13 TERM: These covenants are to run with the land and shall be binding on all

14 parties and all persons claiming under them for a period of 25 years from the

15 date these covenants are recorded, after which time said covenants shall be

16 automatically extended for successive periods of 10 years unless an instrument

17 signed by a majority of the then owners of the lots has been recorded, agreeing

18 to change said covenants in whole or in part.

17 ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against

18 any person or persons violating or attempting to violate any covenant either

19 to restrain violation or to recover damages.

19 SEVERABILITY: Invalidity of any one of these covenants by judgment or court

20 order shall in no wise affect any of the other provisions which shall remain

21 in full force and effect.

21 IN WITNESS WHEREOF, First Parties above named have hereunto set their

22 hands and seals this ____ day of July, 1967.

[Signature] (SEAL)

[Signature] (SEAL)

26 STATE OF OREGON)

27 County of KLAMATH) ss. May 2, 1967

28 Personally appeared the within named JOHN M. KEMPER and ELINOR L. KEMPER,

29 husband and wife, and acknowledged the foregoing instrument to be their

30 voluntary act and deed. Before me:

30 STATE OF OREGON, } ss

31 County of Klamath }

32 Filed for record at request of:

Genong, Genong & Gordon

on this 2 day of August A. D. 1967

at 9:00 o'clock A. M. and day

recorded in Vol. m-67 of Deeds

5949

Fee 3.00

DURAND R. GERS, County Clerk

[Signature]

[Signature]

NOTARY PUBLIC FOR OREGON

My Commission expires: 5-18-68

2.

GANONG, GANONG
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.