

1985

7/10/7 1988

DECLARATION OF RESTRICTIONS

67-963 R

BLOCKS 1 and 2, EVERGREEN ACRES, Klamath County, Oregon

JAMES B. O'GRADY and ROSALIA F. O'GRADY, First Parties,

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that JAMES B. O'GRADY and ROSALIA F. O'GRADY, 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, described as follows, to-wit:

BLOCKS 1 and 2, EVERGREEN ACRES,

herein referred to as First Parties, hereby adopt the following general scheme and plan for the improvement, use and restriction in the use of all of the land herein described and represented by 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 or assigns, which may and shall and should be enforced in equity by the owner of each part and parcel of said land.

1. All lots, except lots 5, 6 and 7 in Block 1 shall be known as recreational residence lots and no commercial enterprises shall be conducted thereon.
2. No lot shall be subdivided, nor shall any less portion than the whole thereof ever be sold, leased or conveyed and no building, except one residence or summer home and the usual and necessary outbuildings incident thereto shall ever be erected thereon; provided, however, that the foregoing restrictions shall not apply to any lot which may hereafter be reserved, conveyed or used for district improvement, and/or public utility purposes.
3. No dwelling shall be constructed which does not conform to the specifications and requirements of the Klamath County Health Department and Building Code. All structures shall be completed within two (2) years of the commencement of construction. No building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than fifteen (15) feet to any side street.
4. 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 equip-

ment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All laboratories and toilets shall be built indoors and connected with outside septic tank or cesspool. All plumbing and disposal systems shall be constructed, used and maintained in conformity with and so as to comply with all applicable laws and regulations.

5. A mobil home or trailer shall be permitted on said property only during the period required for the construction of a residential building, and further provided it is in good condition, modern, and contains interior kitchen and bathroom. Any exterior living area shall be kept neat and clean and in no event shall the unit or premises create any unsightly or hazardous condition.

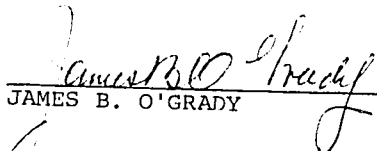
6. No signs, placards, signboards or billboards of any character or any nuisance or any building or structure, except as permitted by declarants, shall be erected, placed, or maintained on any part of the property herein described and in the event of a violation of this or any condition or conditions herein, the declarants in addition to any other right conferred by law, may remove or abate the same without any liability therefor. The declarants reserve the right to grant permission to erect buildings and/or signs of a temporary nature.


7. No unlawful, 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.

8. 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 thirty (30) 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 lots has been recorded, agreeing to change said covenants in whole or in part.

9. 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 violation or to recover damages.

IN WITNESS WHEREOF, the First Parties have hereunto set their hands this 6 day of September, 1967.


JAMES B. O'GRADY


ROSALIA F. O'GRADY, his wife.

(Acknowledgment)

Return - Action, O'Grady, Don's, 10/1/67
Attorney
J. E. Doe, III
Redwood City, Calif. 94064

STATE OF CALIFORNIA, } ss. 6991
County of San Mateo }
On this day of September in the year one thousand nine hundred and sixty-seven
before me, GEORGE DOLL
a Notary Public in and for the County of San Mateo, State of California, residing therein,
duly commissioned and sworn, personally appeared JAMES B. O'GRADY
and ROSALIA F. O'GRADY, his wife,
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of San Mateo the day and year in this
certificate first above written.
George Doll
Notary Public in and for the County of San Mateo State of California
My Commission Expires 1/16/69

(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY FORM NO. 6

STATE OF OREGON; COUNTY OF CLATSOP; ss.
Filed for record at _____
this 8th day of Sept. 1967 4:00 PM., and
duly recorded in Vol. 167, of Records on Page 6989
By DOROTHY ROGERS, County Clerk
See 4⁵⁰
By _____

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