

APR 7 2 17 PM 1970

FIRST ADDITION TO VALLEY VIEW

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DECLARATION OF CONDITIONS AND RESTRICTIONS

JOSEPH R. GLODOSKI and GERTRUDE N. GLODOSKI, 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 described real property, with the tenements, hereditaments and appurtenances, situated in the County of Klamath, State of Oregon, bounded and described as follows, to-wit:

FIRST ADDITION TO VALLEY VIEW, 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 claimed through them, their heirs or assigns, which may, and shall and should be enforced in equity by the owners of each part and parcel of said land:

LAND USE AND BUILDING TYPE. Nothing but a single, private, one-story dwelling or residence designed for the occupancy of one family, shall be erected on any lot in this subdivision, nor shall said premises be used for any purpose other than residential purposes, and said structure shall have closed garage space for not less than two cars. There shall be no two-story or split-level homes on multi-family dwellings in this subdivision.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 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 open porches and garages, shall be not less than 1,300 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 20 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. 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 75 feet at any minimum building setback line nor shall any

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

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1 dwelling be erected or placed on any lot having an area of less than 7,500
square feet.

2 EASEMENTS. Easements for installation and maintenance of utilities and drain-
3 age facilities are reserved as shown on the recorded plat and over the rear
four feet of each lot.

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

7 FENCES. Only fences in the back yard are permitted and must not exceed six
feet in height.

8 MISCELLANEOUS. No mobile homes are permitted on any lot or portion thereof.
9 Except for signs advertising homes on lots for sale, none are permitted. No
hobby-home business activity is permitted. No livestock, or poultry, is per-
mitted. Household pets are allowed, but must be kept on owner's premises.

10 GENERAL PROVISIONS

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

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

17 SEVERABILITY: Invalidity of any one of these covenants by judgment or court
18 order shall in no wise affect any of the other provisions which shall remain
in full force and effect.

19 IN WITNESS WHEREOF, First Parties above named have hereunto caused these
20 presents to be executed this _____ day of March, 1970.

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24 STATE OF OREGON)
County of Klamath) SS

March 11, 1970

25 Personally appeared the within named Joseph R. Glodoski and Gertrude N.
26 Glodoski, husband and wife, and acknowledged the foregoing instrument to be
their voluntary act and deed.

27 Before me:

28 *Mrs. Gladys Chubb*
Notary Public for Oregon

29 (SEAL)

30 STATE OF OREGON; COUNTY OF KLAMATH: *Oct. 13, 1972*
My Commission Expires

31 Filed for record at request of *Joseph R. Glodoski*
this *7th* day of *April* A. D. 1970 at *2:37* o'clock P.M., and
32 duly recorded in Vol. *7770*, of *Books* on Page *2696*

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W. D. MILNE, County Clerk

By *Gertrude N. Glodoski*

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