

May 14, 1:17 PM 1971

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DECLARATION OF CONDITIONS AND RESTRICTIONS

THIRD ADDITION TO SUNSET VILLAGE

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 SW¹/₄ of Section 12, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Northeasterly right-of-way line of U.S.B.R. "A" Canal, said point being South 1421.62 feet and East 620.16 feet from the West one-fourth corner of said Section 12; thence North 53° 53' 37" East 210.0 feet; thence Northwesterly on the arc of a curve to the right (Radius -3534.72 feet and central angle - 00° 23' 40") 24.33 feet; thence North 58° 56' 55" East 270.78 feet; thence North 56° 42' 31" East 70.56 feet; thence North 51° 36' 06" East 91.03 feet; thence North 45° 49' 40" East 91.03 feet; thence North 40° 04' 17" East 91.03 feet; thence North 33° 42' 48" East 109.40 feet; thence North 28° 21' 15" East 60.00 feet; thence North 23° 04' 40" East 106.54 feet; thence North 70° 17' 42" West 110.00 feet; thence Northeasterly on the arc of a curve to the left (radius - 795.00 feet and central angle - 01° 54' 46") 26.54 feet; thence North 72° 12' 28" West 172.49 feet to the Easterly line of "Tract 1000, Second Addition to Sunset Village"; thence following said Easterly line; South 20° 01' 40" West 85.00 feet; South 28° 21' 15" West 60.00 feet; South 36° 40' 53" West 121.50 feet; South 46° 42' 40" West 96.99 feet; South 55° 03' 18" West 84.88 feet; South 58° 56' 55" West 282.47 feet; Southeasterly along the arc of a curve to the left (radius -3534.72 feet and central angle - 00° 38' 06") 39.18 feet; South 58° 11' 49" West 210.00 feet to the Northeasterly right-of-way line of the U.S.B.R. "A" Canal; thence Southeasterly along said line on the arc of a curve to the left (radius - 3744.72 feet and central angle - 04° 18' 12") 281.25 feet to the point of beginning.

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 three 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 five feet (25') of the front lot line or nearer than five feet (5') 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 garage, shall not be less than 1,200 square feet.

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RECORDS

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All building shall be completed and the exterior of the buildings painted within six months, or as weather permits, from the time construction is commenced.

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 feet (2') on the front lot line, or within twenty five feet (25') of the front lot line, or within twenty feet (20') of the side lot line of those abutting collection or arterial streets and no fence, wall, hedge, or shrub planting shall exceed six feet (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 of 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.

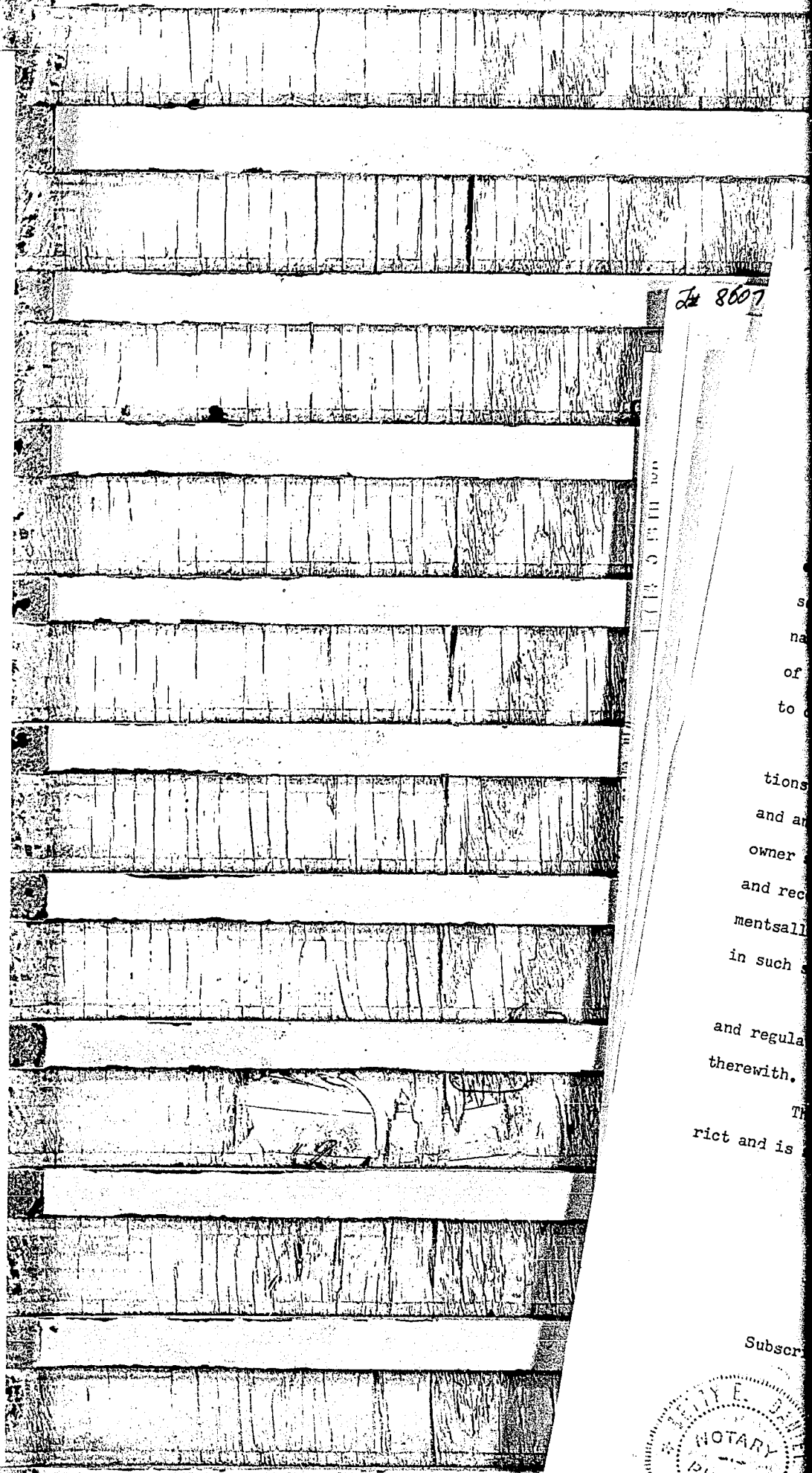
No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction 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.

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') of each lot.

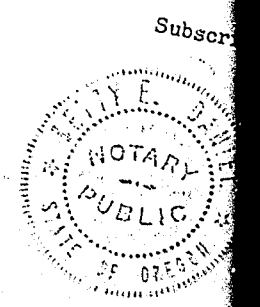
The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the



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NOTARY PUBLIC

Subscriptions and an owner and recements all in such and regula therewith. Th rict and is



date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless any 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 endure 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 assignees, and a failure either by the owners above named or their legal representatives, heirs, successors or assignees, 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 violation 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.

Liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith.

The property is within the boundaries of the South Suburban Sanitary District and is subject to the regulations, liens assessments, and laws relating thereto.

Joe L. Keller

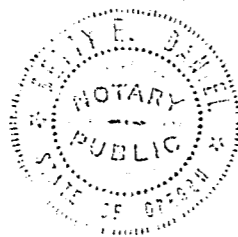
Joe L. Keller
Rosie A. Keller

Rosie A. Keller

Subscribed and sworn to before me this 26th day of February, 1971.

Butte Daniel

Notary Public for the State of Oregon
My Commission expires 3/7/75

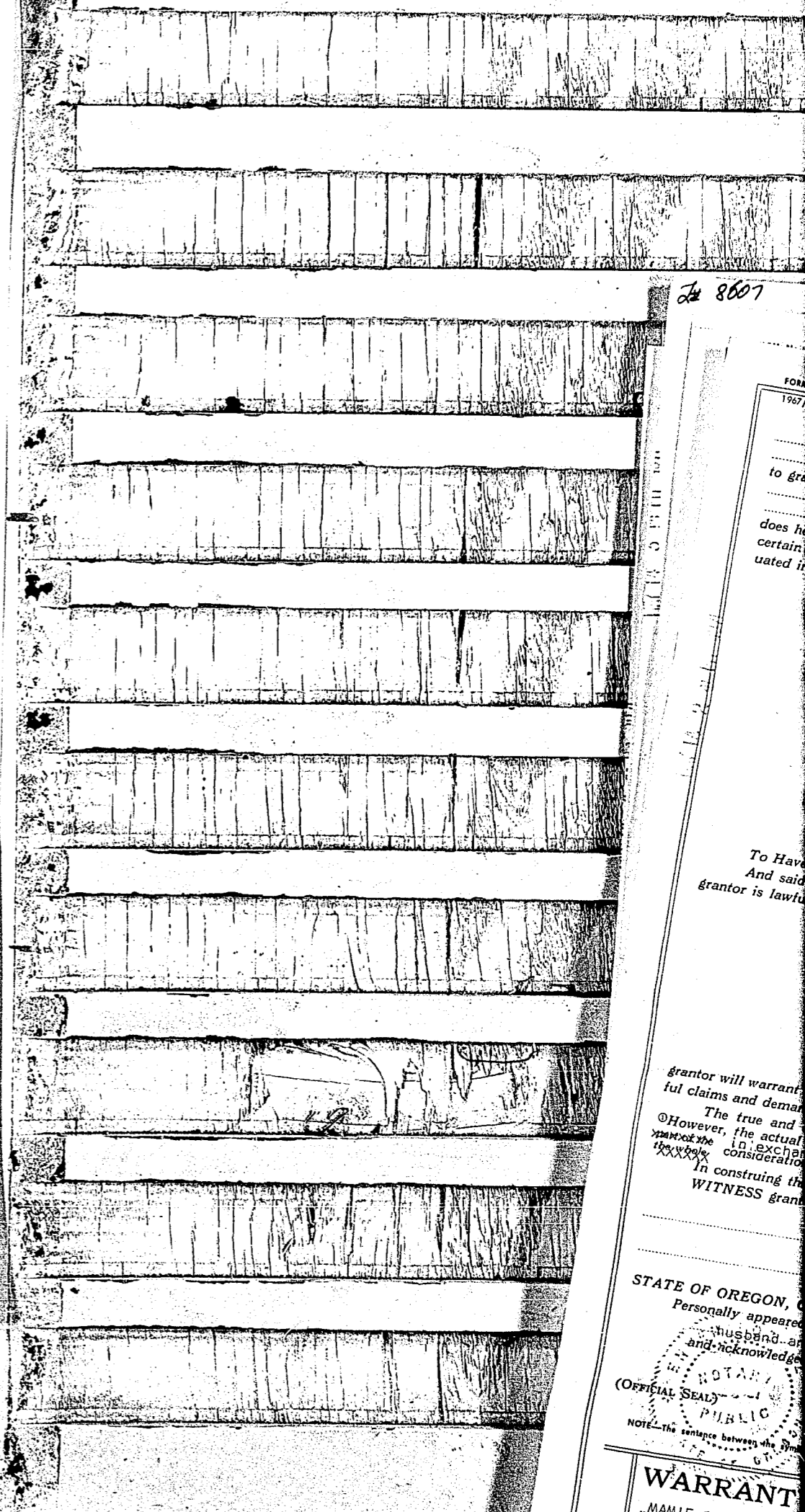


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STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of ROSIE A. KELLER
this 14th day of May A. D., 1971 at 1:17 o'clock P. M., and duly recorded in
Vol. M. 71 of DEEDS 33 on Page 406 1407

Fee \$ 4.50

By WM. D. MILNE, County Clerk
Caro Wheeler



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