

DECLARATION OF CONDITIONS AND RESTRICTIONS

FLOYD W. HESCOCK and JESSIE HESCOCK, husband and wife,
First Parties,

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, That FLOYD W. HESCOCK and JESSIE HESCOCK, husband and wife, owners of the following real property situated in Elamath County, State of Oregon, described as follows, to-wit:

NORTHEAST QUARTER, Section 35, Township 34 South,
Range 8 East of the Willamette Meridian, which is
partitioned land with map on file in the Records of
Elamath County, Oregon,

herein referred to as First Parties, hereby adopt the following covenants and general scheme and plan for the improvement, use, and restrictions in the use of all of the land herein described and represented by said partition map, except as hereinafter expressly excepted therefrom 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 hereafter claiming through them, their heirs, grantees, or assigns, and for the benefit of each part and parcel of said land, except as hereafter expressly excepted.

LAND USE AND BUILDING TYPE.

Each lot in said partition unit shall be used solely for residential or summer home purposes. No lot can be divided into less than 10-acre tracts unless approved by a majority of all land owners in the partition unit. No building, except one residence or summer home and the usual and necessary outbuildings incidental thereto, shall ever be erected on any one lot. Purchasers may raise such livestock that the land will support.

DWELLING AND QUALITY.

One house trailer or mobile home may be placed on any lot. Any building erected shall comply with State of Oregon Codes.

BUILDING LOCATION.

No building, trailer house, or mobile home shall ever be erected or placed within twenty feet of any property line.

WATER SUPPLY.

All wells and water systems must have the prior approval of the County Health Department or such other governmental agency or officer as may have supervision or jurisdiction over water supply and/or public health in Elamath County, Oregon. All water systems shall be constructed, used, and maintained in conformity with and so as to comply with all applicable laws and regulations.

GARBAGE, REFUSE, AND SEWAGE DISPOSAL.

No lot shall ever 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 equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All lavatories and toilets shall be built indoors and shall be connected with outside septic tank or cesspool. All plumbing and disposal systems must have the prior approval of the County Health Department or such other governmental agency or officer as may have jurisdiction over such systems and/or public health in Elamath County, Oregon. 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.

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

TERM.

These covenants, and each of them, shall run with the land and shall be appurtenant to each lot in said subdivision, and shall be binding on said premises and/or the parties and all persons claiming by, through, or under them, for a period of fifteen years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to eliminate covenants in whole or in part.

Said covenants may be modified, amended, or eliminated, and new covenants may be adopted at any time by instrument in writing executed by all of the legal title holders then of record of said lots and recorded in Klamath County, Oregon, Deed Records.

ENFORCEMENT.

Enforcement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the First Parties have hereunto set their hands and seals this 30th day of March, 1971.

CERTIFIED:

Thyl H. Hecock (SEAL)

Joan Hecock (SEAL)

STATE OF OREGON)
) ss.
County of Klamath)

Nov 3, 1971

Personally appeared the above-named FLOYD W. HECOCK and JESSIE HECOCK, husband and wife, and acknowledged the foregoing instrument to be their voluntary act

TERRENCE E. JENNESS
NOTARY PUBLIC-OREGON
My Commission Expires 7-21-75

Terrence E. Jenness
Notary Public for Oregon
My commission expires 7-21-75

STATE OF OREGON)
County of Klamath) ss.

November 1, 1971

Personally appeared the above-named Russel O. Palmer and Ann B. Palmer, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed before me:

NOTARY PUBLIC-OREGON
My Commission Expires 7-21-75

Russel O. Palmer

Terrence E. Jenness
Notary Public for Oregon
My Commission expires 7-21-75

Ann B. Palmer

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

this 10th day of November, A.D., 1971 at 3:25 o'clock P.M., and duly recorded in Vol. M71, of Deeds on Page 11764.

Fee 3.00

WM. D. MILNE, County Clerk
By Capittha Campbell

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