

SECOND ADDITION TO VALLEY VIEW

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 tenements, hereditaments and appurtenances, situated in
the County of Klamath, State of Oregon, bounded and described as
follows, to-wit:

SECOND ADDITION TO VALLEY VIEW, according to the duly
recorded plat thereof, and FIRST PARTIES hereby adopt the follow-
ing 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 occu-
pancy of one family, shall be erected on any lot in this sub-
division, 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 or multi-family dwellings in this sub-
division.

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 mini-
mum cost stated herein for the minimum permitted dwelling size.
The ground floor area of the main structure, exclusive of open
porches and garages, shall not be less than 1,300 square feet.

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

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

NUISANCES. 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.

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

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

GENERAL PROVISIONS

TERM: 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 25 years from the date these covenants are recorded, after which time said covenants shall be 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 to change said covenants in whole or in part.

ENFORCEMENT: 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.

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

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1 IN WITNESS WHEREOF, the FIRST PARTIES above-named have
 2 hereunto caused these presents to be executed this 25 day of
 3 February, 1972.

4 Joseph R. Glodoski
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 6 Gertrude N. Glodoski
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8
 9 STATE OF OREGON)
 10 County of Klamath) ss.

11 Personally appeared the within-named JOSEPH R. GLODOSKI
 12 and GERTRUDE N. GLODOSKI, husband and wife, and acknowledged the
 13 foregoing instrument to be their voluntary act and deed.

14 Walter B. Parks Jr.
 15 NOTARY PUBLIC FOR OREGON
 16 My Commission expires: 8/22/75

17 (SEAL)
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31 DECLARATION OF CONDITIONS AND RESTRICTIONS
 32 (SECOND ADDITION TO VALLEY VIEW)
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STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of DEL PARKS

this 25th day of FEBRUARY A. D., 1972 at 2:10 o'clock P. M., and duly recorded in

Vol. M 72, of DEEDS on Page 2038

SEE \$6.00

WM. D. MILNE, County Clerk

By Walter B. Parks Jr.