

## AGREEMENT AND DECLARATION OF COVENANTS AND CONDITIONS

This agreement and declaration made and entered into this 27<sup>th</sup> day of March, 1972, by and between the owners and parties of interest of the real property hereinafter described:

WITNESSETH:

PART A. The Agreement and Declaration of Covenants and Conditions heretofore entered into by the part of the parties hereto on October 12, 1966 and recorded in Volume M-66 of Deeds, pages 11, 487, in the records of Klamath County are hereby revoked and set aside.

PART B. Preamble and Declaration.

The undersigned do hereby make the following declaration of conditions and restrictions covering the following described real property, namely:

Roberts River Acres, Klamath County, Oregon, as shown by the official plat thereof recorded in the official records of said county.

Said conditions and restrictions shall be in addition to those set forth on said plat.

This declaration shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and shall be for the benefit of and limitations upon all future owners of said real property.

PART C. Conditions and Restrictions.

The following conditions and restrictions shall apply to each and every lot contained in said plat.

1. Easements. Easements for installation and maintenance of utilities and facilities are reserved as shown on the recorded plat.

2. Garbage and refuse disposal. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

PART D. General Provisions.

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1. 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.

2. Amendment. The covenants may be modified at any time by the written consent of a majority of the then owners of lots. Each owner will have one vote for each lot owned.

3. 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.

4. Severability. Invalidation 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.

5. Attorneys' fee. Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance or violation thereof and any failure to do so, then, whether said suit be reduced to a 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's fee in such suit or action and in the event of an appeal brought in any such action or suit in which the party seeking the enforcement of the covenant shall prevail the said party shall be entitled to recover a reasonable attorney's fee on said appeal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 27th day of March, 1972.

Edgar N. Roberts  
Edgar N. Roberts

Dolores Roberts  
Dolores Roberts also known as  
Dalores Roberts

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George W. Strayer  
George W. Strayer, Guardian  
of the Estates of Lisa Kay  
Strayer and Jennifer Lynn  
Strayer, minors

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STATE OF OREGON) ss.  
County of Lane )

BE IT REMEMBERED, That on this 27th day of March, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named EDGAR N. ROBERTS & DALORES ROBERTS, aka DALORES ROBERTS

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above written.

My Commission expires: November 12, 1975.

Dale E. Helikson  
Notary Public for Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of DALE E. HELIKSON

this 22nd day of May A. D., 1972 at 12:10 o'clock P M., and duly recorded in

Vol. M 72 of DEEDS on Page 5442

FEE \$4.00

By WM. D. MILNE, County Clerk  
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