35101

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DECLARATION OF CONDITIONS AND RESTRICTIONS

FIFTH 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:

Situated in the West half of Section 12, T. 39 S.,R. 9 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the initial Point, said point being situated North 84°52'02" East 1170.41 feet from the West 1/4 corner of said Section 12; thence along the Northerly line of "Tract 1000": West 170.00 feet; thence North 45.00 feet; thence West 110.00 feet; thence along the Easterly line of "Tract 1022": North 253.49 feet; thence North 17°33'05" East 45.73 feet; thence North 53°03'00" East 309.98 feet; thence North 23°22'00" East 324.96 feet; thence North 66°38'00" West 40.00 feet; thence North 23°22'00" East 180.00 feet to the Southerly right of way line of the O.C.&E. railroad; thence South 66°38'00" East along said line 360.00 feet; thence South 23°22'00" West 180.00 feet; thence North 66°38'00" West 40.00 feet; thence South 23°22'00" West 474.62 feet; thence East 45.81 feet; thence South 120.0 feet; thence East 55.00 feet; thence South 627.88 feet; thence South 01°20'16" West 42.25 feet; thence South 05°29'10" West 88.76 feet; thence South 11°06'27" West 88.75 feet; thence South 16°48'42" West 91.38 feet; thence along the Northerly line of "Tract 1020": North 70°17'42" West 110.00 feet; thence Northeasterly on the arc of a curve to the left (R=795.00 and Δ=01°54'46") 26.54 feet; thence North 72°12'28" West 172.49 feet; thence along the Easterly line of "Tract 1000": North 20°01'40" East 36.50 feet; thence North 09°59'51" East 96.98 feet; thence North 02°46'25" East 60.49 feet; thence North 467.88 feet to the point of beginning, containing 13.46 acres, more or less.

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 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, or multiple-family dwellings not to exceed two stories in height and a private garage or car-port for not more than two cars per unit. 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 1,400 square feet in single-family dwellings.

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 outbuildings 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 feet (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 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 changing 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 injuction 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

Rosie A. Keller

Subscribed and sworn to before me this 12th day of June, 1972.

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

6321

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of JOE L. & ROSIE A. KELLER

this 13th day of June A. D., 19 72 at 1:18 o'clock P M., and duly recorded in

Vol. M-72, of DEEDS on Page 6318

Fee $8.00

WM. D. MILNE, County Clerk

By Helen Clark - Deputy

Ret. Joe L. Keller
4816 Hwy 39
City