

DECLARATION OF CONDITIONS AND RESTRICTIONS

WE, 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, to-wit:

The E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 12, Township 40 South, Range 7, East of the Willamette Meridian; and the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 7, Township 40 South, Range 8 East of the Willamette Meridian.

do hereby make the following Declaration of Conditions and Restrictions covering the above described real property, specifying that the 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 limitation upon all future owners of said real property.

No dwelling or other building shall be erected within one hundred (100) feet of front property line and seventy-five (75) feet from sidelines.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

The exterior of all buildings shall be completed within one year from the time construction is commenced.

No structure of a temporary nature, basements, tent, shack, garage, barn or other building 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 and of said

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lots. However, a mobile home may be used as a permanent home if it is permanently located upon the land.

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 or 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 foot, 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 livestock or poultry shall be raised, bred, or kept on any lot except household pets, and domestic animals, such as family cows and riding horses, for family purposes.

No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all controlling local public health authorities.

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No commercial venture shall be allowed on any of the property herein, except for the raising and harvesting of trees.

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 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 an 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.

Invalidation of any of these covenants shall in now wise affect any of the other provisions, which shall remain in full force and effect.

The foregoing Conditions and Restrictions shall bind and enure 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 assigns, 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 afterwritten 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

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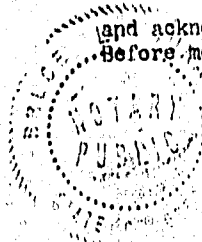
sum as the Court may adjudge reasonable as an attorney fee
in such suit or action.

Done this 17th day of July, 1972

Sidney F. Tucker, Trustee
Sidney F. Tucker, Trustee
Lloyd V. Howard
Lloyd V. Howard

STATE OF OREGON }
County of Klamath } ss.
June 17, 1972

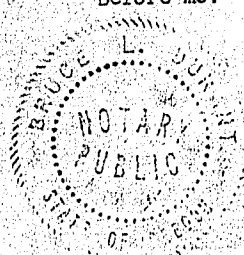
Personally appeared the above named Sidney F. Tucker, Trustee
and acknowledged the foregoing instrument to be his voluntary act.
Before me:



Bruce L. Durant
Notary Public for Oregon
My Commission expires: 10-11-74

STATE OF OREGON }
County of Klamath } ss.
June 17, 1972

Personally appeared the above named Lloyd V. Howard,
and acknowledged the foregoing instrument to be his voluntary act.
Before me:



Bruce L. Durant
Notary Public for Oregon
My Commission expires: 10-11-74

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of FRED TUCKER
this 18th day of JULY A. D. 1972 at 10:28 o'clock A. M., and
duly recorded in Vol. M 72 of DEEDS on Page 7848
FEE \$8.00

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Wm D. MILNE, County Clerk
By Hazel Drayton