

## DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

A. E. WAMPLER and MAYME WAMPLER, First Parties,

To THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, That A. E. Wampler and Mayme Wampler, husband and wife, owners of all the following described real property, with the tenements, hereditaments and appurtenances, situate in the County of Klamath, State of Oregon, bounded and described as follows, to-wit:

"MOUNTAIN LAKE HOMESITES", situated in sections 16 and 17, T36S, R6EWM, Klamath County, Oregon, more particularly described as follows: Beginning at a one inch by thirty-six inch galvanized iron pipe with a two inch bronze cap, marked County Surveyor, said point being the initial point of said subdivision marking the southwest corner of said section 17, thence N00°25'41"E 633.89 feet along the west line of said section 17 to the southerly right-of-way line of State Highway No. 140, thence along said right-of-way line; N80°44'35"E 1356.15 feet; N09°15'25"W 37.50 feet; N80°44'35"E 4263.81 feet; thence leaving said right-of-way line S09°15'25"E 150.00 feet; thence N80°44'35"E 100.00 feet; thence N09°15'25"W 150.00 feet to the southerly right-of-way line of State Highway No. 140; thence along said southerly right-of-way line N80°44'35"E 1385.85 feet to a point marking the beginning of a curve to the left (central angle = 67°06'30" radius = 1939.86 feet); thence along the arc of said curve on the southerly right-of-way line of said highway a distance of 2272.08 feet; thence leaving said right-of-way line N88°17'16"E 369.35 feet; thence S01°42'44"E 818.13 feet; thence S70°52'06"E 524.81 feet; thence S30°26'37"E 661.15 feet; thence South 1080.00 feet; thence S39°05'37"E 412.31 feet; thence South 347.03 feet to a point on the south line of said section 16; thence S89°16'22"W 5010.87 along the south line of said section 16 to the southwest corner of said section 16; thence N87°20'19"W 2473.22 feet along the south line of said section 17 to the south one-fourth corner of said section 17; thence S89°24'31"W 2588.69 feet along the south line of said section 17 to the point of beginning; containing 361.69 acres more or less, with the bearings being based on a solar observation.

Subject to the reservations and easements shown in the dedication of Mountain Lakes Homesites.

herein referred to as First Parties, hereby adopt the following general protective covenants and conditions scheme and plan for improvement, use and enjoyment of all 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 claiming through First Parties and the heirs or assigns of First Parties or the heirs or assigns of any parties claiming through First Parties, which may, and shall and should be enforced in equity by the owner of each part and parcel of said land.

LAND USE AND BUILDING TYPE: No lot, except Block 3, Lots 20, 21, 22, 23; Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14; Block 6, Lots 1, 2, 3, 4, 5, and 6; and Block 8, Lots 1, 2, 3, 4, 5, 6, shall be used except for residential or summer purposes. No lot shall ever be subdivided nor shall any less portion than the whole thereof ever be sold, leased or conveyed. No building, except one residence, or summer home, and the usual and necessary outbuildings incidental thereto, shall ever be erected

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thereon; provided, however, that the foregoing restrictions shall not apply to any lot which may hereafter be reserved, conveyed or used for district improvement and/or public utility purposes.

**DWELLING AND QUALITY:** No structures erected on any lot shall be constructed in such a manner as to leave, when completed, a tar paper exterior exposed to the elements. External construction of all structures, including the painting thereof, shall be fully completed within two years from the start of said construction. If the structure shall be a mobile home, the same shall be placed on a permanent foundation and skirted. No structure of any temporary nature, basement, tent, shack, garage, barn or other outbuildings shall be used on any parcel at any time as a dwelling. (Whether temporary or permanent.)

**BUILDING LOCATION; EASEMENTS AND SETBACKS:** All setback lines and easements, including easements for installation and maintenance of utilities, shown on the plat shall be observed. Notwithstanding the setback lines shown on the plat, no buildings shall be erected within 20 feet of the front property line nor within 10 feet of any real property line or 10 feet of the side of a lot of an adjacent owner. Easements shown on the plat are hereby reserved to First Parties.

**NUISANCES:** No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or a nuisance of the neighborhood. All lots shall be kept neat and clean, and all trash, debris and prunings, etc. shall be removed as soon as possible.

**GARBAGE, REFUSE AND SEWAGE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish or for storage of junk. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of trash, garbage or other waste material shall be kept in a clean and sanitary condition. All disposal systems and/or plumbing systems and/or water systems and/or wells shall be constructed, drilled, used and maintained in conformity with and so as to comply with all applicable laws and regulations and, prior to the installation of any such system and well, the owner of said lot shall obtain from the State Board of Health or its authorized agent, written approval of the plan of installation of such system prior to the installation thereof by submitting, prior to such installation, written plan thereof to the State Board of Health or its authorized agent. All plumbing shall be indoors.

**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 ten (10) years from the date these covenants are recorded after which time said 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 parcels 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 violations or to recover damages.

**SUBORDINATION:** It is further provided that a breach of any



of the conditions contained herein or of any re-entry by reason of such breach, shall not render invalid the lien of any contract, mortgage, or deed of trust, made in good faith and for value as to said premises or any part thereof, but said conditions shall be binding upon and effective upon any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

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

IN WITNESS WHEREOF, The First Parties have hereunto set their hands and seals this 6th day of December, 1972.

A. E. Wampler (SEAL)  
A. E. Wampler

Mayme Wampler (SEAL)  
Mayme Wampler

STATE OF OREGON )  
County of Klamath ) ss.

On this 6th day of December, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named A. E. Wampler and Mayme Wampler, husband and wife, who are 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.

Alameda E. Giacomini  
Notary Public for Oregon  
My Commission expires: August 5, 1974

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of J. Anthony Giacomini

this 6th day of Dec. A. D. 19 72 at 2:52 o'clock P.

duly recorded in Vol. M72, of Deeds on Page 13970

Wm D. MILNE, County  
By Louis G. Genta

Fee \$6.00

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