

DECLARATION OF CONDITIONS AND RESTRICTIONS

FOR IRISH BEND

WE, the undersigned, being all of the record owners and parties in interest of all of the property described in Exhibit "A", attached hereto, and by this reference incorporated herein, located in the County of Klamath, State of Oregon, for the purpose of maintaining fair and adequate property values and in consideration of our mutual interests as owners of said real estate, 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, shall be binding upon 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.

1. No dwelling or other building, nor trailer house, nor mobile home shall be erected within twenty-five feet of the front property line, and twenty feet from the side property line, and twenty feet from the rear property line.

2. The ground floor area of any dwelling house, exclusive of one story open porches and garages, shall not be less than 700 square feet for a one story dwelling, nor less than 600 square feet for a dwelling of more than one story.

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

4. No structure of a temporary nature, basement, 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 structure shall be moved or placed on any of the said lots.

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5. A mobile home of a minimum of 720 square feet may be used as a permanent home, if it is permanently located on the land and provided with suitable skirting, patio and awning. Any trailer spaces shall further be provided with a suitable outside building for storage. A trailer of less than 720 square feet can be used for a dwelling on the premises for a period of not longer than six months; provided the property owner is in the process of building a permanent structure in accordance with these restrictions.

6. No lot shall be used nor maintained as a dumping ground for rubbish, trash, garbage and it shall in no wise 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, sanitary condition.

7. No noxious or offensive activity shall be carried on on any lot, nor shall any thing be done on said lot which may be or may become an annoyance or a nuisance to neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by the developer or realtor to advertise the property during the construction and sales.

9. 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.

10. No parcels of real property shall be repartitioned in any way which will result in any parcel herein containing an area of less than one acre.

11. No individual sewage system shall be permitted on any lot unless the system is designed, located and constructed within the requirements and standards and recommendations of all controlling public health authorities, including the Klamath County Health Department. Any septic tank installation shall be set back a distance of not less than one hundred (100) feet from the meet and highwater mark of the Williamson River.

12. In the interest of public health and sanitation, and so that the land above described and all other land in the same locality may be benefited by a decrease in hazardous stream pollution and for the protection of water supplies, recreation and water life and other public uses thereof, the above described property shall not be used for any purpose that would result in pollution of any waterway that flows through or adjacent to such property by refuse, sewage or other material that might tend to pollute the waters of any such stream or streams, or otherwise impair the ecological balance of the surrounding lands.

13. Lot 12 in Block 4 of the aforementioned property shall hereinafter be set aside for recreational use and access to the Williamson River for owners of property within the subdivision and bona fide guests. No dwelling or other permanent structure shall be allowed therein.

14. All driveway construction on individual lots shall be provided with appropriate culvert construction to avoid blocking roadside ditches and impairing the drainage ways therein.

15. No owner or anyone claiming under, by or through any owner shall allow any obstruction of natural drainageways on the said property.

16. Any damages suffered by any owner or possessor of a lot subject to these restrictions by virtue of any structure, fence or improvement which interferes with a pre-existing easement across the premises shall be at said owners or possessors own risk.

17. No commercial venture shall be allowed on any of the property herein. No trees shall be removed from the property herein except such as may be necessary for construction purposes, or removal of trees which may constitute a safety hazard or which may be a hazard to other vegetation by reason of disease or other cause.

18. The covenants are to run with the land and shall be binding on all parties or persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

19. Invalidation of any of these covenants shall in no 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 owners or owner 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, and 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.

DONE this 29 day of September, 1972.

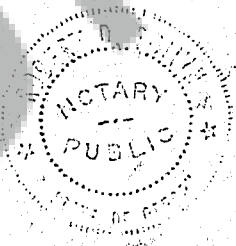
Gerald C. Wolff
GERALD C. WOLFF

Henry G. Wolff
HENRY G. WOLFF

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above named GERALD C. WOLFF and HENRY G. WOLFF, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME this 29 day of September, 1972.



Robert E. Scivon
NOTARY PUBLIC FOR OREGON
My Commission expires: 10/4/76

Return to:

SCIVON and SCIVON
Attorneys At Law
210 Bolvin Building
Klamath Falls, Ore. 97601

EXHIBIT "A"

A parcel of land situate in Sections 17, 18 and 20 all in T 35 S, R 7 EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 2" x 36" galvanized iron pipe with a brass cap from which the one quarter corner common to said Sections 17 and 20 bears S 88° 56' 20" E, 40.50 feet; thence S 03° 01' 10" E along the boundary of "Williamson River Knoll", a duly platted and recorded subdivision, 767.91 feet to a 1/2 inch iron pin on the north south center of section line of said Section 20; thence continuing along said subdivision boundary S 29° 36' 10" W, 775.55 feet to a 1/2 inch iron pin; thence continuing along said subdivision boundary SOUTH, 110.00 feet to a 5/8 inch iron pin on the mean high water line of the Williamson River; thence westerly along the mean high water line of said Williamson River, the meander line of which is the following courses and distances, S 70° 32' 28" W, 275.51 feet to a 5/8 inch iron pin; thence S 78° 00' 56" W, 148.52 feet to a 5/8 inch iron pin; thence S 49° 08' 14" W, 99.61 feet to a 5/8 inch iron pin; thence S 74° 30' 09" W, 175.99 feet to a 5/8 inch iron pin; thence S 61° 27' 49" W, 164.95 feet to a 5/8 inch iron pin; thence S 66° 46' 27" W, 152.24 feet to a 5/8 inch iron pin; thence leaving said high water line N 00° 54' 58" W along a line that is parallel to but 220.00 feet westerly of the easterly line of Government Lot 14 of said Section 20, 1352.07 feet to a 5/8 inch iron pin; thence N 00° 20' 16" W parallel to but 220.00 feet westerly of the easterly line of Government Lot 4 of said Section 20, 663.57 feet to a 5/8 inch iron pin on the northerly line of said Section 20; thence S 88° 59' 09" W along said Section line 1054.92 feet to a 5/8 inch iron pin; thence leaving said section line N 26° 51' 53" W, 143.98 feet to a 5/8 inch iron pin on the southerly right of way line of the South Chilquin Highway; thence N 64° 14' 06" E along said right of way line 1468.65 feet to a 5/8 inch iron pin marking the beginning of a curve to the left; thence along the arc of a 603.69 feet radius curve to the left (delta=28° 36' 41", long chord = N 49° 54' 45" E, 298.34 feet) 301.46 feet to a 5/8 inch iron pin marking the end of curve; thence continuing along said right of way line N 35° 36' 25" E, 820.00 feet to a 5/8 inch iron pin marking the westerly boundary of said "Williamson River Knoll"; thence leaving said right of way line and following the westerly boundary of said "Williamson River Knoll" S 21° 44' 50" E, 1731.10 feet to the point of beginning, containing 90.53 acres, more or less.

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:

BOIVIN & BOIVIN

on this 9th day of May A. D., 19 73
at 11:30 o'clock A. M. and duly
recorded in Vol. M 73 of DEEDS
Page 5588

WM. D. MILNE, County Clerk

Fee \$ 12.00 By *Hazel Drazil* Deputy.