

82016

PINE RIDGE ESTATES - UNIT 1

DECLARATION OF CONDITIONS AND RESTRICTIONS

BERT STANLEY and DOROTHY M. STANLEY, husband and wife, First Parties,
TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that First Parties are the owners of all
of the following-described real property, with the tenements, hereditaments
and appurtenances, situated in the County of Klamath, State of Oregon, bounded
and described as follows, to-wit:

PINE RIDGE ESTATES - UNIT 1, according to the duly recorded plat thereof;
and First Parties hereby adopt the following general scheme and plan for improve-
ment, use and restrictions in the use of the land herein described and represen-
ted 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 claimed
through them, their heirs or assigns, which may, and shall and should be enfor-
ced in equity by the owner of each part and parcel of said land:

1. That no person shall ever suffer or permit any unlawful, unsightly
or offensive use to be made of said premises, nor will any person
suffer or permit anything to be done thereon which may be or be-
come a nuisance or annoyance to the neighborhood.
2. That no lot shall be used except for residential or summer home-
site purposes.
3. No lot shall ever be subdivided, except Lot Number 10; that portion
of which is contiguous to other lots shall be conveyed to buyers
and owners of said contiguous other lots, subject to the easement
heretofore granted other lot owners in said Lot 10. Those portions
of Lot 10 which are conveyed to the buyers/owners of the above said
other lots which are contiguous to said portions of Lot 10 shall
not be separated from those and other contiguous lots.
4. That no building except one summer home or residence, and the usual
and necessary outbuildings thereto, shall ever be erected on any
one lot, with a minimum of 600 square feet, the electricity, plumb-
ing and septic tank to comply with State of Oregon regulations.
5. That no building shall ever be erected within 20 feet of any exter-
ior property line.
6. That no tree larger than 4 inches in diameter 24 inches above the
ground may be cut except to clear the land for a permanent structure
or driveway.
7. That no animals other than dogs and domestic cats shall be permitted
on the lots.
8. No hunting shall be permitted on any of said lots and no firearms
may be discharged from any of said lots.

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& ZAMSKY
ATTORNEYS AT LAW
538 MAIN STREET
KLAMATH FALLS, ORE.
97601

9. That garbage must be disposed of in a sanitary manner and burning must be done in a barrel with a cover of one-half inch wire mesh screen.
10. That all lots are for private recreational use only, and no person shall use his lot or lots for entertainment of or serving as host for or to groups, clubs and organizations.
11. That lot owners may permit guests to camp or pitch tents on their lots for a period of not more than two weeks at any one time; provided, however, that such camping shall be done in a good and camp-manlike manner. EXCEPT, that no camping is allowed on Lots 2 and 10.
12. That no temporary housing shall be permitted on any lot except during the period of construction of a permanent residence and in no event shall same be permitted for a period in excess of 90 days.
13. All fires for burning slash shall be done in the properly authorized season and pursuant to United States Forest Service and/or Klamath Forest Protective Service regulations. Fireplaces in all buildings shall have a heavy mesh screen permanently affixed thereto in the flue fine enough to prevent the passage of sparks. No outdoor fires, other than for the clearing of ground, shall be allowed except in permanent fireplaces or firepits, which shall be in the center of an area with a 30-foot cleared radius of all inflammables and which shall have a water hose connection within said area with 100 feet of hose and sufficient water supply and pressure to operate said hose.

GENERAL PROVISIONS

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 period 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.

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.

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.

IN WITNESS WHEREOF, First Parties above named have hereunto caused these presents to be executed this 30th day of March, 1973.

Bert Stanley
Dorothy M. Stanley

STATE OF OREGON)
 County of Klamath) ss.
 Personally appeared the within named Bert Stanley and Dorothy M. Stanley, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Sept 28th, 1973

Julia D. Goshner
 Notary Public for Oregon
 My Commission Expires: *11/25/76*

GANDONG, SISEMORE
 & ZAMSKY
 ATTORNEYS AT LAW
 538 MAIN STREET
 KLAMATH FALLS, ORE.

(SEAL)

Ret Bert Stanley
Bx 545
Chiloquin

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Bert Stanley
 this 28th day of Sept A. D., 1973 at 4:42 o'clock P M., and duly recorded in
 Vol. M73 of Deeds on Page 13211

Fee \$4.00

WM. D. MILNE, County Clerk

Lucia C. Antela, Deputy