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Vol. 74 Page 10502

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, Glenn Dehlinger and Dorothy Dehlinger, husband and wife, are the owners of that certain real property situate in the County of Klamath, State of Oregon, more particularly described as:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 32, Township 39, Range 10,
East of the Willamette Meridian.

Portion of Lot 3 and fraction of S $\frac{1}{2}$ NW $\frac{1}{4}$,
lying North of the County Road; and Lot 4,
all in Section 5, Township 40, Range 10,
East of the Willamette Meridian.

WHEREAS, said Glenn Dehlinger and Dorothy Dehlinger, husband and wife, owners, plan to sell said real property and desire in that behalf for the benefit of themselves and the several purchasers both immediate and subsequent, of parcels of said real property, to pre-
scribe certain standards relating to the use and occupation of such real property,

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, and for the uses and purposes herein set forth, Glenn Dehlinger and Dorothy Dehlinger, herein declare that all conveyances of parcels comprised in the above described property shall be made and accepted and the following express conditions, provisions, restrictions and covenants

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BEDDOE & HAMILTON
ATTORNEYS AT LAW
226 MAIN STREET
KLAMATH FALLS, OREGON 97601

1 hereinafter referred to as "conditions", which shall apply to and bind
2 the parties thereto, their heirs, successors and assigns, imposed pur-
3 suant to a general plan for the improvement of said property and each
4 and every parcel therein, such conditions being as follows:

5 1. No residential building shall be located nearer than
6 fifty (50) feet to any front, or sides, or rear of any parcel line.

7 2. No noxious or offensive trade or activity shall be
8 carried on upon any parcel nor shall anything be done thereon which
9 may be or become an annoyance or nuisance to the neighborhood, and
10 there shall not be stored, kept, maintained or permitted to be upon
11 any portion of any of said parcels, not fully enclosed by permanent
12 building, any old metal, broken-down machinery or broken material
13 commonly designated as "junk". Stripping of automobiles shall be
14 prohibited. All trash shall be removed immediately. All garbage
15 shall be kept in flytight containers and removed no less than once
16 each week.

17 3. Pets and livestock shall be kept within the boundaries
18 of owner's parcel or parcels, under clean and sanitary conditions.
19 Any nuisance, annoyance or offensive odors resulting from such pets
20 or livestock will be strictly prohibited.

21 4. No dwelling or other structures shall be permitted on
22 any parcel which do not conform to the specifications and requirements
23 of any existing building codes and health department regulations.
24 Also, a minimum size of any dwelling shall be 700 square feet, said
25 minimum size to apply to mobile homes, modular homes, or structured
26 homes, as well as to any other type of dwelling.

27 5. Footings shall be required under all foundation walls
28 or piers for proper distribution of superimposed loads. Footings may
29 consist of either masonry, plain or reinforced concrete. Said
30 footings shall extend not less than twelve (12) inches below finished
31 grade, unless set in solid rock.

32 6. Sewage disposal shall conform to requirements of

10504

1 Klamath County Health Department, and there will not be permitted
2 the construction or use of a privy or outside toilet upon any of
3 said property.

4 7. No commercial advertising signs, placards, signboards,
5 or billboards of any character or any nuisance shall be placed or
6 maintained on any of the property herein described. In the event of
7 any violation of any of these conditions, the same will be removed
8 or abated without any liability thereof.

9 8. All buildings and improvements of any kind shall be
10 properly painted or stained immediately after completion, shall be
11 kept neat and clean, and in no event shall the structure or premises
12 create any unsightly or hazardous condition. After commencement of
13 any building, structure, fence or wall permitted hereby, the same
14 shall be prosecuted to completion with reasonable diligence.

15 9. A mobile home or trailer shall be permitted provided
16 that said mobile home or trailer is at least 700 square feet in
17 size, and is skirted. Any exterior living area shall be kept neat
18 and clean, and in no event shall the unit or premises create any
19 unsightly or hazardous condition. In the event of a violation of
20 any of these conditions, owners shall correct same or remove such
21 hazard and the cost of such action shall be paid by the violator.

22 10. Each and all of the foregoing restrictions shall
23 continue in full force and effect until July 1, 1987 and shall there-
24 after automatically be continued in force for ten (10) year periods,
25 unless a majority of the then property owners shall in writing modify,
26 alter or abrogate said covenants, conditions and restrictions.

27 PROVIDED THAT if any owner of any parcel in said property
28 or his heirs, or assigns, shall violate or attempt to violate any
29 of the conditions, covenants and/or restrictions herein, it shall
30 be lawful for any other person or persons owning any other parcels in
31 said property to prosecute any proceedings at law or in equity against
32 the person or persons violating or attempting to violate any such

1 conditions, covenants and/or restrictions and either prevent him or
2 them from so doing or recover damages or other dues for such viola-
3 tion.

4 PROVIDED FURTHER that invalidation of any one of these
5 conditions, covenants and/or restrictions by judgment or court order
6 shall in no wise affect any of the other provisions which shall
7 remain in full force and effect.

8 PROVIDED ALSO that a breach of any of the foregoing con-
9 ditions, covenants and/or restrictions shall not defeat or render
10 invalid the lien of any mortgage made in good faith and for value
11 as to said realty or any part thereof, but said conditions, covenants
12 and/or restrictions shall be binding upon and effective against any
13 subsequent owner of said realty.

14
15 Glenn Dehlinger
16 Glenn Dehlinger

17
18 Dorothy Dehlinger
19 Dorothy Dehlinger

20 ACCEPTED

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22 Glenn Dehlinger

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24 after

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26 SUBSCRIBED AND SWORN to before me this 26 day of August, 1974.

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James D. Hamilton
Notary Public for Oregon
My Commission Expires July 26, 1975

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BEDDOE & HAMILTON
ATTORNEYS AT LAW
296 MAIN STREET
KLAMATH FALLS, OREGON 97601

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Beddoe & Hamilton

this 28th day of August A.D., 1974, at 8:55 o'clock A.M., and duly recorded in
Vol. M74, of Deeds, on Page 10502

\$8.00

WM. D. MILNE, County Clerk

By Carol Milne Deputy