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Vol. 174 Page 12277

BUILDING AND USE RESTRICTIONS

SECOND ADDITION TO KELENE GARDENS

Restrictions and conditions of Kelene Gardens recorded in _____

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for no more than two cars, excepting lot 40 block 1 which could be reserved for multiple dwelling.

DWELLING COST, QUALITY AND SIZE: The floor area of the structure, exclusive of one story open porches and garages, shall not be less than 900 square feet, with a retail value of no less than \$19,000.00 based on Klamath Falls market values of 1974.

BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be construed to permit any portions of a building on a lot to encroach upon another lot.

LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, except lots on curves, nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat.

NUISANCES: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding.

ANIMALS: No animals, other than domestic household pets, shall be kept on any part of said property.

FENCES: No fence, wall or hedge in excess of thirty inches in height shall be permitted to extend from the minimum setback line of the house to the curb line of the street.

SIGNS: 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 during the construction and sales period.

DUMPING: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste shall not be kept except in sanitary containers at all times. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SEP 17 1974 09:40 am

GENERAL PROVISIONS

TERMS: These covenants are to run with the land; shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten 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 covenants either to restrain violations or recover damages.

SEVERABILITY: Invalidity of any 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.

DEDICATION

SECOND ADDITION TO KELENE GARDENS

1. Building set-back lines as shown on annexed plat.
2. Utility easements as shown on the annexed plat for all present and future public utilities and said easements to provide ingress and egress for construction and maintenance of said utilities, with no structures being permitted thereon and any plantings being placed thereon at the risk of the owner.
3. The use of the land is for residential purposes only and is limited to one residential building per lot.
4. Architectural standards shall be no less than the minimum requirements of the Federal Housing Authority Specifications.
5. Additional restrictions as provided in the recorded protective covenants.
6. No changes will be made in present irrigation and/or drain ditches.

Pacific Power and Light Co. Restrictive Covenant:

Utility lines, including but not limited to electricity, communications, street lighting, and cable television shall be placed underground. Appurtenances and associated equipment such as, but not limited to, surface mounted transformers pedestal mounted terminal boxes and meter cabinets, may be placed above ground. All such installations shall be made in accordance with the applicable rules, rules and regulations of the utility. These restrictions shall apply only to utility lines to be installed for service within this subdivision and shall not apply to transmission and distribution feeders which pass through the subdivision to serve other areas.

Ronald E. Phair

State of Oregon } ss
County of Klamath }

Subscribed and sworn to before me this 17th day of September, 1974.

Wm. D. Milne
Notary Public for Oregon
My Commission expires 7-30-77

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Ronald E. Phair

Filed for record at request of _____
this 17 day of Sept A.D. 1974 at 9:40 o'clock a M., and duly recorded in
Vol. M-74, of deeds on Page 12277.

4.00

WM. D. MILNE, County Clerk
Wm. D. Milne Deputy

3843 Anderson