

AGREEMENT OF DECLARATIONS
OF
CONDITIONS AND RESTRICTIONS

THIS AGREEMENT made this 21 day of May, 1974, by and between PAUL W. FLURY and SHARON LEE FLURY, husband and wife, hereinafter called "Flury" and MELVIN L. STEWART, MACY E. RITCHISON and NORMAN LUMBER COMPANY, hereinafter called "Stewart"

RECITALS:

A. Flury is the owner of a parcel of property situate in Klamath County, Oregon, to-wit:

W 1/2 E 1/2 SE 1/4 NE 1/4 of Section 33, Township 39 South, Range 9 East of the Willamette Meridian

B. Stewart is the owner under a Contract of Sale dated July 22, 1970 from Donald Edward Johnson and Muriel Annetta Johnson, husband and wife, of the following described property situate in Klamath County, Oregon, to-wit:

SE 1/4 NE 1/4 Section 33, Township 39 South, Range 9 EWM, EXCEPTING that portion conveyed to Flury described herein above.

E 1/2 SE 1/4 Section 33, Township 39 South, Range 9 EWM EXCEPTING that portion lying East of Washburn Way

C. There is presently situated upon the above-described property of Flury and Stewart a buried sprinkler line beginning at the North bank of the irrigation lateral C-4 and extending in a Northerly direction through the above-described properties as is more clearly described in the Preliminary Subdivision Map of Tract 1018 as on file with the office of the County Engineer, Klamath County, Oregon.

D. It is desirable for the parties to make an agreement for the joint use of said sprinkler line and for restrictions upon the future use of the land.

Return To: Mr. Paul W. Flury
Route 1, Box 904
Klamath Falls, Oregon 97601

W I T N E S S E T H:

14165

1. Use of buried sprinkler pipe and electric pump:

It is agreed by the parties hereto that the above-mentioned buried sprinkler pipe and the electric pump and motor located at the irrigation ditch shall be for the common use of all of the above-described properties. It is agreed that the cost of maintenance, repair and replacement of the sprinkler line and pump and motor shall be the mutual obligation of the owners of the above-described lands with the cost being apportioned on a square footage basis to the lands involved. All decisions as to utilization of the buried sprinkler pipe and pump shall be on a vote of the owners of the property with each owner being allowed the percentage of the vote which his land, on a square foot basis, bears to the entire parcel of property. In the event that any land owner refuses or neglects to pay any charges due for maintenance, repair or replacement, any of the remaining property owners may bring suit to recover such costs which event they shall be allowed reasonable attorney's fees for the successful prosecution of said suit. It is further agreed that the pipe lines shall be for the common use of all the parties within the area above-described and each of the parties will have an easement to go upon the lands of the others in order to obtain water from the buried sprinkler pipe.

2. Declaration of Conditions and Restrictions;

No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars. Basements and what are known as "daylight basements" shall not be counted as a "story". Outbuildings which are strictly incidental to a private residence shall be permitted.

All buildings shall be completed and the exterior of the buildings painted within one year from the time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such dwelling shall have been completed and painted.

2. AGREEMENT OF DECLARATIONS
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No structure of a temporary nature, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily, or permanently, and no old structures shall be moved or placed onto any of said lots. However, a mobile home may be used as a permanent home if it is permanently located upon the land with a concrete foundation.

Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards, and recommendations of all controlling local public health authorities.

3. Covenants and Buried Sprinkler Pipe Use are to run with Land:

The Agreement in regard to the buried sprinkler pipe and pump use and these covenants restricting the land shall be binding on all parties and all persons claiming under them for a period of twenty-five

(25) years from the date these covenants are recorded, unless an instrument signed by all of the owners of the lots have been recorded agreeing to modified or revoke this agreement and the covenants in whole or in part.

DONE the day and year first hereinabove written.

On the 21st day of May, 1974, Paul Flury and Sharon Lee Flury appeared before me and signed of their own free will.

Notary Public in and for the County of Klamath State of Oregon, My Commission Expires 8/3/75

On the 15th day of August, 1974, Melvin L Stewart appeared before me and signed of his own free will.

Notary Public in and for the County of Klamath, State of Oregon, My Commission expires March 21, 1977.

Marlene T. Addington
Notary Public for Oregon

OREGON
STATE OF OREGON

County of CURRY

BE IT REMEMBERED, That on this 21st day of May, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MACY E. RITCHISON

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.
My Commission expires 8-11-75

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STATE OF OREGON,

County of Jackson

before me appeared Dean F. Norman

On this 30th day of October, 1974,

and both to me personally known, who being

duly sworn, did say that he, the said Dean F. Norman

is the Vice President, and he, the said

is the Secretary of Norman Lumber Company

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Dean F. Norman

acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Notary Public for Oregon.
My commission expires June 23, 1975

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO

this 31st day of OCTOBER A.D., 1974 at 3:50 P.M., and duly recorded in
Vol. M74 of DEEDS on Page 14164

FEE \$ 8.00

By WM. D. MILNE, County Clerk
Deputy