

DECLARATION OF CONDITIONS AND RESTRICTIONS

SEVENTH ADDITION TO SUNSET VILLAGE

The undersigned, being the record owners and parties in interest of all of the following described real property located in the County of Klamath, State of Oregon:

I, Joseph S. Westvold, being duly sworn, depose and say that I surveyed, subdivided and platted "TRACT 1108 - SEVENTH ADDITION TO SUNSET VILLAGE, situated in the SE1/4 of the NW1/4 of Section 12, T39S, R9E WM, Klamath County, Oregon and being more particularly described as follows: Beginning at the Initial Point, marked by a 2-inch by 36-inch galvanized iron pipe, on the southerly right of way line of the O.C. 8 E Railroad, said point situated N 75° 18' 54" E a distance of 2500.42 feet from the W1/4 corner of said section 12; thence S23° 22' 00" W 290.00 feet; thence S66° 38' 00" E 32.77 feet; thence S23° 22' 00" W 170.00 feet; thence N68° 57' 47" W 72.76 feet; thence West 180.07 feet; thence N01° 54' 33" W 15.01 feet; thence West 202.17 feet to the southeast corner of Lot 7, Block 14, Tract 1079 - Sixth Addition to Sunset Village, a duly recorded plat; thence along the easterly boundary line of said Tract 1079; North 308.02 feet, N23° 22' 00" E 160.15 feet, N41° 07' 08" E 60.20 feet, N45° 10' 04" E 146.62 feet to the southerly right of way line of the said O.C. 8 E Railroad; thence S66° 40' 00" E along said southerly right of way line 529.21 feet to the Point of Beginning, containing 7.32 acres, more or less, with bearings based on "Sunset Village" plats; that I made such survey by order of and under the direction of the owner thereof; that the size of all lots and width of all streets are as shown on the annexed plat and that all lot corners and angle points are marked with iron pins and wooden witness stakes.

do hereby make the following Declaration of Conditions and Restrictions covering the above described real property, specifying that this Declaration shall constitute covenants to run with all the land and shall be binding on 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.

No dwelling or other building shall be erected within twenty-five feet (25') of the front lot line or nearer than five feet (5) to any side lot line, except that on lots abutting collection or arterial streets, no buildings shall be located nearer than twenty feet (20') to such abutting collection or arterial streets.

The floor area of the main structure, which shall only include living space, and excluding porches or garage, shall not be less than 1,400 square feet in single-family dwellings.

All buildings shall be completed and the exterior of the

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buildings painted within six months, or as weather permits, from the time construction is commenced.

No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other outbuildings 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.

No fences, walls, hedges, or shrub planting shall be allowed to exceed an elevation of two feet (2') on the front lot line, or within twenty-five feet (25') of the front lot line, or within twenty-feet (20') of the side lot line of those abutting collection or arterial streets and no fence, wall, hedge, or shrub planting shall exceed six feet (6') in elevation on the rear portion of said lot.

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 of rent, or signs used by a builder to advertise the property during the construction and sales period.

No animals, livestock or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

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No individual water-supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements and standards of all controlling local Public Health authorities. Approval of such system as installed shall be obtained from such authorities.

Easements for installation and maintenance of utilities irrigation, and drainage facilities are reserved as stated on any deed granted and over the rear eight feet (8') of each lot.

The covenants are to run with the land and 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, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless any instrument signed by a majority of the then owners of the lots has been recorded, agreeing to changing these covenants in whole or in part.

The foregoing Conditions and Restrictions shall bind and endure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives heirs, successors or assignees, and a failure either by the owners above named or their legal representatives, heirs, successors or assignees, to enforce any of such conditions or restrictions 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

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attorney fee in such suit or action.

Liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith.

The property is within the boundaries of the South Suburban Sanitary District and is subject to the regulations, liens assessments, and laws relating thereto.

Joe L. Keller

Rosie A. Keller

STATE OF OREGON.

County of Klamath

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-HERS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 27th day of November, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Joe L. Keller and Rosie A. Keller

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Gerald V. Brown
Notary Public for Oregon
My Commission expires 11-12-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of JOE KELLER
this 27th day of NOVEMBER, A.D. 1974 at 2:00 P.M., and
July recorded in Vol. M 74, of DEEDS Page 15217

FEE \$ 8.00
Conformed .30

Wm D. MILNE, County Clerk
By *Blair D. Draz*

Rev. Joe Keller
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