

KCT

7277

Vol. 25 Page 14401

DECLARATION OF CONDITIONS AND RESTRICTIONS

We 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, to-wit:

"Tract No. 1002, LaWanda Hills" situated in the South 1/2 of Section 14 and the NE 1/4 of Section 23, all in T39S, R8E, W.M., Klamath County, Oregon being more particularly described as follows: Beginning at a 3" X 36" galvanized iron pipe with a brass cap that marks the quarter corner common to Sections 14 and 23, T39S, R8E, W.M., Klamath County, Oregon, said point being also the INITIAL POINT for this subdivision; thence N 89°31'24" W, along the SOUTH line of said section 14, 1335.30 feet to the SW corner SE 1/4 SW 1/4 of said section 14; thence N00°01'20" E, 2679.95 feet to the NW corner NE 1/4 SW 1/4 of said section 14; thence N89°41'41"E, 2685.37 feet to the NE corner NW 1/4 SE 1/4 of said section 14; thence S00°13'10"W, 2197.68 feet to a point on the Northerly right-of-way line of State Highway No. 66; thence S 55°57'10"W, along the Northerly right-of-way line of said State Highway, 1049.79 feet; thence leaving said right-of-way line, N37°44'18"W, 762.53 feet; thence S00°40'29"W, 523.00 feet to the point of beginning containing 159.20 acres more or less.

do hereby make the following Declaration of Conditions and Restrictions covering the above described real property, specifying that the Declaration shall constitute covenants to run with all of the land, and shall be binding on all persons claiming under them and that these Conditions and Restrictions shall be for benefit of and limitations upon all future owners of said real property.

No building 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.

No dwelling or other building shall be erected within fifty (50) feet of the front property line and twenty (20) feet from the sidelines.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 feet for a one story dwelling, nor less than 1800 square feet for a dwelling of more than one story.

DECLARATION -1-

There shall be instituted the LeWanda Subdivision Architectural Committee which shall exist for ten (10) years from the date of this Declaration. The committee shall consist of Donald E. McGhehey and Edgar J. Blodgett, or their successor. Successors to the Architectural Committee shall be appointed by the retiring member of the committee or in the event of the death or absence of one of the members, then by appointment of a successor by the remaining member. In the event that neither member appoints a successor then the Architectural Committee shall cease. The Architectural Committee shall have exclusive control over the following:

A. Approval of any preliminary plans for any house to be constructed upon the above mentioned property by the Architectural Committee, in writing, prior to the beginning of construction.

B. In areas where mobile homes are permitted the Architectural Committee may approve the type, placements and landscaping of any mobile home placed upon the above mentioned premises. Mobile homes may only be permitted on Lots 9 and 10, Block 3, Lots 6,7,8,9,10, 11,12,13 and 14 Block 1, LaWanda Hills.

All buildings shall be completed and the exterior of the building painted within one (1) year from the time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such building shall be completed and painted.

No structure of a temporary nature, basements, 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, but only upon the lots above mentioned.

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 livestock or poultry shall be raised, bred or kept on any lot except household pets and domestic animals, such as family cows and riding horses, for family purposes.

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

No commercial venture shall be allowed on any of the property herein, except for the raising and harvesting of trees.

All irrigation systems must be in underground, covered pipelines of suitable material to be buried to a depth of not less than 2 feet and no pipeline is to be in a diameter of more than 6 inches. Any pump house or lift station connected with any irrigation line or canal shall be a completed building with use of suitable finishing material and not to exceed 4 feet in height or 25 square feet of floor space.

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 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 an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

Invalidation of any of these covenants shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The foregoing Conditions and Restrictions shall bind and enure 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 assigns, 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 hereof, and any failure to so do, 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 attorney fees in such suit or action.

Done this 31st day of August, 1971.

Donald M. McGhehey
Grace McGhehey

STATE OF OREGON)
County of Klamath) ss.

Aug 31, 1971.

Personally appeared the above named DONALD MCGHEHEY and GRACE MCGHEHEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

William K. Swanson
Notary Public for Oregon
My Commission expires: 9-15-73

I/We hereby acknowledge that I/We have read and have recieved a true copy of the Conditions & Restrictions pertinent to La Wanda Hills Plat # 1002

DECLARATION - 4
Return - Bloodgett Realty
Box 920
Del Norte Lane City

Filed for record at request of Klamath County Title
this 14th day of November A. D., 1975 at 4:10 o'clock P.M., and duly recorded in
Vol. M75 of Deeds on Page 14401

Fee \$12.00

WM. D. MILNE, County Clerk
By Hazel Brazill Deputy