

30157

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BUILDING AND USE RESTRICTIONS FOR
SECOND ADDITION TO THE MEADOWS (TRACT # 1026)

Klamath County, Oregon

LAND USE: No lot shall be used for other than a single family, ~~single family~~, single story building, a garage not to exceed two cars in size and a single detached storage shed, where needed. No temporary dwellings, mobile homes, travel trailers used as residences or other temporary housing shall be permitted.

BUILDING QUALITY AND SIZE: No residence shall have less than 950 square feet, exclusive of garage, porches or patio area. All buildings shall meet or exceed the minimum building standards of the Federal Housing Authority or the Klamath County Building Code, whichever is the greater.

BUILDING LOCATION: No building shall be closer to the lot lines than the building line set-back indicated on the official plat of the First Addition to the Meadows, 25 feet for a front yard set-back, 20 feet for a side yard set back on an adjacent side street, and, on inside lots, a 5 foot side set-back. In the rear, no dwelling or garage shall be located closer than 25 feet from the rear lot line and no shed or other structure shall be located in the rear 16 foot utility easement.

LOT SIZE: All lots shall be at least 7,000 square feet.

UTILITIES: All utilities shall be underground. Where not practical to have them in the dedicated street they shall be located in the rear 16 foot utility easement as shown on the plat of said subdivision. Transformer boxes, etc., may be mounted on the surface of the ground.

SIGNS: No signs of any type shall be allowed other than the Standard "For Sale" sign commonly used by Real Estate firms on property that shall be offered for sale or a single four foot by eight foot sign which may be erected by the Subdivider while in process of developing the subdivision.

ANIMALS: No barnyard or livestock animals may be kept on the premises, other than the usual household pets such as dogs, cats, goldfish or parrots. No dogs shall be permitted to run at large and must be kept either in the house or in a fenced rear yard.

SIGHT OBSTRUCTION: No fence, hedge or continuous planting shall be allowed within 25 feet of the front lot line that may obstruct the view of an automobile driver of an average car in a driveway or on any of the streets. No rear yard, or no side yard more than 25 feet from the street, shall have a fence, hedge of continuous planting higher than six feet.

NUISANCES: No noxious, offensive or overly noisy activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including the tearing down or stripping of vehicles in the front driveways or front yard.

REFUSE DISPOSAL: All garbage, etc., must be kept in standard type garbage cans and no outdoor incinerators shall be allowed.

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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 25 years from the date these covenants are recorded, after which time they shall be automatically renewed in successive periods of 10 years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change a part or the whole of said covenants.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the aforesaid covenants either to restrain violations or to recover damages.

SEVERABILITY: Invalidation of any of these covenants by judgement, or court order or enacted law shall in no wise affect any other of the provisions, which shall remain in full force and effect.

DEDICATION

SECOND ADDITION TO THE MEADOWS, TRACT #1026

1. Building setback lines as shown on the annexed plat or described in the Building and use restrictions.
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. The Architectural standards shall be not less than the minimum property requirements of the Federal Housing Authority or of the Klamath County Building Code, whichever is the greater.
5. Additional restrictions are provided in the recorded protective covenants.
6. The Pacific Power and Light Co. Restrictive Covenant; Utility lines, including but not limited to electricity, communications, street lighting, 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 above ground. All such installations shall be made in accordance with the applicable rates, 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 this subdivision to serve other areas.

TRACT NO. 1026- SECOND ADDITION TO THE MEADOWS

STATE OF OREGON
KLAMATH COUNTY

We, Charles A. Fisher and Ronald E. Phair, partners, being duly sworn, depose and say that we are the owners of Tract No. 1026 more particularly described in the "Surveyors Certificate" and that we caused the same to be surveyed and platted as shown on the annexed map and that we do for ourselves, our heirs and assigns, hereby dedicate, donate and convey to the public, for public use forever, the streets as shown on the annexed map, said plat subjects to: (1) Easements for public utilities as shown on the annexed map, said easements to provide ingress and egress for construction and maintenance of said facilities; (2) Building set back lines as shown on the annexed map; (3) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants.

Charles A. Fisher
Charles A. Fisher

Ronald E. Phair
Ronald E. Phair

STATE OF OREGON) ss
COUNTY OF OREGON)

BE IT REMEMBERED THAT on this 31st day of Oct, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Charles A. Fisher and Ronald E. Phair, partners, known to me to be the identical individuals 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

Carol Rogers
CAROL ROGERS
Notary Public for Oregon
My commission expires 2-22-80

Notary Public for Oregon

My Commission expires _____

AFTER RECORDING RETURN TO:
Ron Phair
P.O. Box 1684
Klamath Falls, Or 97601

State of Oregon,] ss,
County of Klamath]

I hereby certify that the within instrument was received and filed for record on the 31st day of OCTOBER, 1977, at 12:18 o'clock PM and recorded on Page 20820 in Book M77 Records of DEEDS of said County.

WM. D. MILNE, County Clerk

By *Hazel L. Lutz* Deputy
Fee \$ 9.00