

DECLARATION OF CONDITIONS AND RESTRICTIONS

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:

The West one-half of the West one-half of the North-west quarter, Section 9, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM: Beginning at a point on the East boundary of the W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 9, Township 39, South, Range 10 East of the Willamette Meridian, which point is marked with a steel rod and lies on the Northerly right of way boundary of the existing County Road (Pine Grove Road) and bears North 61.2 feet and East 659.0 feet from the 1/4 section corner common to Sections 8 and 9 of aforesaid Township, Range and Meridian; thence North along the aforesaid East Boundary of the W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 9 a distance of 2175.4 feet; thence South 89°55' West 32.0 feet; thence South parallel with and 32.0 feet from the above said boundary, a distance of 2175.4 feet; more or less, to the Northerly right of way boundary of the County Road; thence North 89°54' East along the aforesaid right of way boundary, a distance of 32.0 feet, more or less to the point of beginning. ALSO SAVING AND EXCEPTING those portions lying within the boundaries of Pine Grove Road.

ALSO DESCRIBED AS: Lots 6, 7, 8, 9, and 10 Block 3; Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 Block 4, SECOND ADDITION TO PINE GROVE PONDEROSA, Tract 1153

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 the benefit of and limitations upon all future owners of said real property.

No lot shall be used except for residential purposes.

The floor area of the main structure, which shall only include living space, and excluding porches or garages, shall not be less than 1,500 square feet.

All buildings shall be completed and the exterior of the buildings painted within 18 months from the time construction is commenced.

No structure of a temporary nature, trailer, basement, tent, shack, gargage, barn or other out-building shall be used on any lot at any time as residence.

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 except 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 animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, horses and other household pets may be kept and not more than two head of cattle. Poultry may be kept for domestic purposes only.

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 those 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.

2. DECLARATION OF CONDITIONS AND RESTRICTIONS

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 successors, or assigns; and a failure, either by the owners above named or 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 actions 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 sums as the Court may adjudge reasonable as an attorney fee in such suit or action.

No mobile home or modular home may be permitted upon any property subject to these Conditions and Restrictions.

Camper trailers may be parked upon the property, however, said camper trailers may not be used for living quarters even on a casual basis.

All utilities shall be placed underground from the property line to the structure thereon.

DATED this 20 day of January, 1978.

PINE GROVE PONDEROSA

[Signature]
[Signature]
[Signature]

1389

STATE OF OREGON)
County of Klamath) ss.
January 20, 1978.

Personally appeared the above-named DAVID W. SEUTTER and MARJORIE J. SEUTTER, husband and wife, and FRED J. WEDAM, and acknowledged the foregoing instrument to be their voluntary act. Before me:

William R. Seavoy
Notary Public for Oregon
My Commission expires: 9-16-81

STATE OF OREGON; COUNTY OF KLAMATH; ss. 1389
Filed for record of ~~1978~~ 1978
this 23rd day of January A. D. 1978 at 2:28 clock P.M., and
fully recorded in Vol. 1478 of Deeds on Page 1386
Wm D. MILNE, County Clerk
COUNTY OF Klamath
By *Suzanne H. Seletch*
Fee \$12.00

Ret. To:
David Seutter, 5839 Onyx, Klamath Falls, Oregon

4. DECLARATION OF CONDITIONS AND RESTRICTIONS