

CONDITIONS AND RESTRICTIONS OF THE VALE DEAN CANYON SUBDIVISION

RERECORDED TO ADD LEGAL

The restrictions are;

1. No lot shall be used except for single-family residential purposes. No more than one residential dwelling may be built on each lot. No trailer or mobile homes shall be allowed, whether on permanent foundation or not, nor be allowed for temporary or permanent shelters.
2. Once construction of a dwelling has commenced, it must be completed within one year from date of building permit. All dwellings will be of quality workmanship and materials, and minimum square footage per single-family dwelling is 1500 square feet for one-story dwelling, and 1800 square feet for two-level dwellings. No building shall be permitted exceeding two stories in height.
3. There can be no resubdivision of a parcel without the consent of the developer Vale subdivision.
4. No parking or storage of trailers, trucks, campers, boats or other off-road vehicles shall be permitted on any portion of property unless they are garaged or covered by a permanent structure. No parking on streets is allowed. All outbuildings must conform to architectural standards prevailing in the area.
5. No building shall be located on any lot nearer than 25 feet to any interior lot line. All lots shall be fenced with dog tight fencing. No solid walls or fences shall be constructed on any lot, only around patios adjacent to the residence. Expenses and maintenance of common fence lines will be shared equally.
6. Any trade of business within the subdivision is prohibited.
7. No noxious or offensive activity shall be carried on, upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

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8. No lot shall be used, either temporarily or permanently to sell, store or accumulate used cars, parts therefrom or junk of any kind. Rubbish, trash, garbage or any other waste shall not be kept on any lot except temporarily and all such waste shall be kept in sanitary containers. All incinerators shall be kept in a clean and sanitary condition.
9. Dogs and cats and other household pets may be kept provided they are not bred or propagated for any commercial purposes, and are kept within the confines on the owners lot. Livestock and other animals are allowed only for personal use and enjoyment, and must not be propagated for sale or commercial purposes. All such animals must be confined and kept in clean and sanitary conditions so as not to become offensive to neighborhood. If animals damage common fences or property of other lot owners, such damages shall be repaired to original state by the owners of said animals.
10. Any varmit causing damages to any land owners property may be destroyed or shot if said varmit is within the confines of his property. No birds may be destroyed, shot or taken on the plat at anytime, except jay birds, magpies, starling and sparrows. No game birds may be taken at anytime by any means.
11. No sign of any kind shall be maintained or displayed on any lot except one sign identifying the occupants and address of the dwelling or advertising the property for sale.

12. Should a property owner allow weeds, grass or other material to accumulate on his property to the point that it becomes unsightly and offensive to neighboring property, it can be removed by a court order and the owner shall be charged with all costs. It is the desire of the Vale Subdivision that each lot owner be cognizant of his neighbors security. The planting of trees and shrubs is encouraged but not in a manner that obscures another neighbor's established view.

13. These covenants shall be binding upon all parties and all persons claiming through or under them for a period of fifteen years from the date these covenants are filed for record, after which time such covenants shall be automatically extended, unless at any time an instrument signed by a majority of the then adult owners of record of said plat in said addition has been filed for record, agreeing to change such covenants in whole or part. These restrictions are made only for the protection of all lot owners.

Red m.t.c.
State of OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of May A.D., 1981 at 12:30 o'clock P.M., and duly recorded in

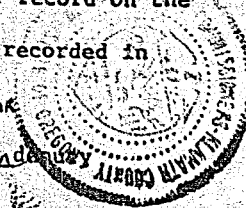
Vol M81 of Deeds on page 8995.

Fee \$ 10.50

INDEXED

EVELYN BIEHN
COUNTY CLERK

By *Lebra R. Jones*



LEGAL

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, excepting therefrom the South 30 feet conveyed to Klamath County by Deed Volume 332 at page 291:

Also, that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 39 South Range 10 East of Willamette Meridian, as conveyed by W.P. McMillan et ux, to Jay J. Arant by deed dated June 6, 1910, recorded June 6, 1910, in Deed Book 31, page 98, records of Klamath County, Oregon as follows:

All that portion of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5 lying Westerly of public road in Section 5, Township 39 South, Range 10 East of the Willamette Meridian,

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 18th day of June A.D. 19 81 at 10:59 o'clock A M., and

duly recorded in Vol. MB1, of Deeds on Page 10960

Fee \$14.00

EVELYN BIEHN, County Clerk

By Debra C. Jones