

22981

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## DECLARATION OF CONDITIONS AND RESTRICTIONS

OF

TRACT 1196 - CEDAR SPRINGS

The undersigned, being the recorded owners of all of the property designated as Tract - 1196 - Cedar Springs, located in Klamath County, Oregon, does hereby make the following Declaration of Conditions and Restrictions, specifying that the Declaration of Conditions and Restrictions 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 a limitation upon all future owners of said real property.

A. GENERAL PROVISIONS

1. LAND USE AND BUILDING TYPE: All lots shall be used as single family residential and residential mobile home sites.

2. TEMPORARY STRUCTURES: No structure of temporary character, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently.

3. FENCES: No fence shall exceed six(6) feet high on any portion of the lot.

4. NUISANCES: 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. The shooting of BB guns, air rifles, firearms or dangerous type weapons on the premises are prohibited.

5. MOBILE HOME RESTRICTIONS: All mobile homes must have a roof other than metal, shall be finished in wood or other non-metallic exterior, except for metal lap siding, and shall be recessed into the ground. No mobile home will be less than 840 Sq.Ft. Any single wide must have a full length awning not less than eight (8) feet wide and be roofed the same as the house. All out-buildings shall coordinate in color and materials with the main dwelling. Nothing in this provision shall prevent the construction of a permanent dwelling house that is not less than 1000 sq. ft. and complies with all of the other provisions of these conditions and restrictions and the zoning and building codes of Klamath County, Oregon.

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6. LANDSCAPING AND MAINTENANCE OF LOTS: All lots shall, at all times, be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard or visual pollution.

7. LIVESTOCK AND POULTRY: All animals, livestock, and poultry shall be kept in clean and sanitary condition and in a good husbandlike manner. No owner shall allow overgrazing or overcrowding on any parcel. No pigs may be kept or raised on any lot, no more than 50 chickens or 50 rabbits may be kept or raised on any lot, and no more than two other animals, such as sheep, cows, horses or goats may be kept on any acre with a maximum of six (6) such animals on any parcel.

8. GARBAGE AND REFUSE DISPOSAL: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept, except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No parcel shall be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or which will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will or might disturb the peace, comfort, or serenity of occupants of surrounding property. All lots must be maintained at all times to control and prevent grass and range fires upon the property.

9. COMPLETION OF CONSTRUCTION: All dwellings shall be completed within six(6) months after beginning of construction.

10. SIGNS: One sign of any type may be displayed to the public view on any lot. Size to be limited to not more than nine (9) square feet.

## B. REMEDIES AND PROCEDURES

1. ENFORCEMENT: These Declarations and Covenants may be enforced by the undersigned, or any owners of any lot in the subdivision.

Should suit or action be instituted to enforce any of the foregoing covenants or restrictions, 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 attorney's fees in said suit or action.

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2. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming thereunder, however, they may be amended by a vote of two thirds of the property owners.

*James H. Patton*  
By: *Shirley Haddock agent*  
Owner/subdivider

STATE OF OREGON        )  
County of Klamath    ) ss.

On the 26<sup>th</sup> day of APRIL, 1983, personally appeared James H. Patton, who, being sworn, stated that he is signing this document on behalf of all mutual owners of the property described herein, and they acknowledged said instrument to be its voluntary act and deed. Before me:

*Ralph G. Campbell*  
Notary Public for Oregon  
My commission expires: Monday, 1984

*Return to Carriage Homes  
3021 Sheepspring Dr.  
Klamath Falls, Ore  
97601*

STATE OF OREGON: COUNTY OF KLAMATH ; ss  
I hereby certify that the within instrument was received and filed for record on the 29th day of April A.D., 19 83 at 11:23 o'clock A M and duly recorded in Vol M83, of Deeds on page 6630  
FEE \$12.00  
EVELYN BIEHN COUNTY CLERK  
by *Heather Davis* Deputy