

58687

DECLARATION OF CONDITIONS AND RESTRICTIONS

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L. Q. Developments, Oregon Ltd., R. C. L., Inc., General Partner, are hereinafter referred to as FIRST PARTY.

KNOW ALL MEN BY THESE PRESENTS, that L. Q. Developments, Oregon Ltd., the owner of all the following real property with the tenements, hereditaments and appurtenances, situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

A portion of Section 11, Township 39 South, Range 9 East of Willamette Meridian, consisting of 8.2 acres.

herein referred to as FIRST PARTY, hereby adopts the following general scheme and plan for the improvement, use and restrictions in the use of the land herein described and represented by said plat for the enjoyment and self benefit of the FIRST PARTY, as owner of said land, and also for the owners of any part of said land claiming through it, it's successors and assigns, which may, and shall and should, be enforced in equity by the owner of each part and parcel of said land.

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than two cars.

2. DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$20,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of garages, shall not be less than 800 square feet for a dwelling.

3. BUILDING LOCATION

No building shall be located on any lot nearer the front lot line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, in a lot, to encroach upon another lot.

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4. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

5. 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.

6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

8. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. FENCES AND WALLS

Fences or walls shall be of a good quality of workmanship, not to exceed six feet in height and shall not be erected, placed, or altered on any lot nearer to any street than the minimum building setback line.

10. These 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 said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT

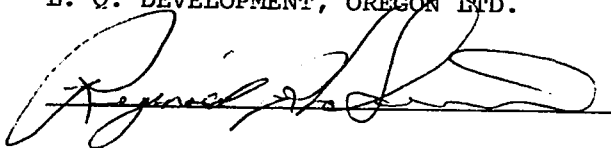
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY

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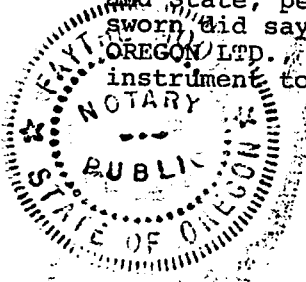
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

L. Q. DEVELOPMENT, OREGON LTD.



STATE OF OREGON)
)
County Of Klamath)

BE IT REMEMBERED, That on this 27th day of February, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Reginald L. LeQuieu, who being duly sworn, did say that he is the General Partner of L. Q. DEVELOPMENT, OREGON LTD., a limited partnership and acknowledged the foregoing instrument to be his voluntary act and deed.




My Commission Expires: 8/27/87

*L. Q. Development
6408 So. 6th St
MFO*

Declaration of Conditions and Restrictions

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 28th day
of February A.D., 19 86 at 2:19 o'clock P M., and duly recorded in Vol. M86
of _____ Deeds on Page 3416

FEE \$13.00

Evelyn Biehn, County Clerk
By 