

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Kerry S. Penn (hereinafter referred to as "Second Party") is the fee owner of the following described real property located in the County of Klamath, State of Oregon, more particularly described as follows, to-wit:

A tract of land situated in Government Lot 6 of Section 18, Township 35 South, Range 7 East of the Willamette Meridian, Klamath county, Oregon, more particularly described as follows:

Beginning at the Northeast corner of Parcel 2 of Minor Land Partition 36-83, from which the N1/4 corner of said Section 18 bears North 00 degrees 09' 35" East 767.85 feet; thence South 89 degrees 06' 41" West 502.86 feet to the Northwest corner of said Parcel 2; thence South 00 degrees 52' 52" East, along the West line of said Parcel 2, 172.00 feet; thence North 89 degrees 06' 41" East 499.74 feet to the East line of said Parcel 2; thence North 00 degrees 09' 35" East 172.03 feet to the point of beginning, with bearings based on the survey of Minor Land Partition No. 17-88

Tax Account No. 3507 01800 00201
(with other property)

A tract of land situated in Government Lot 6 of Section 18, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the East line of Parcel 2 of Minor Land Partition 36-83, South 00 degrees 09' 35" West 344.06 feet from the Northeast corner of said Parcel 2, the N 1/4 corner of said Section 18 bears North 00 degrees 09' 35" East 1111.91 feet; thence South 89 degrees 06' 41" West 496.61 feet to the West line of said Parcel 2; thence South 00 degrees 52' 52" East 171.21 feet, to the Southwest corner of said Parcel 2, thence North 89 degrees 06' 14" East 493.51 feet to the Southeast corner of said Parcel 2; thence North 00 degrees 09' 35" East 171.17 feet to the point of beginning, with bearings based on the survey of Minor Land Partition No. 17-88.

Tax Account No. 3507 01800 00201
(with other property)

A tract of land situated in Government Lot 6 of Section 18, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as

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follows:

Beginning at a point on the East line of Parcel 2 of Minor Land Partition 36-83, South 00 degrees 09' 35" West 172.03 feet from the Northeast corner of said Parcel 2, from which the N 1/4 corner of said Section 18 bears North 00 degrees 09' 35" East 939.88 feet; thence South 89 degrees 06' 41" West 499.74 feet to the West line of said Parcel 2; thence South 00 degrees 52' 52" East, along said West line, 172.00 feet; thence North 89 degrees 06' 41" East 496.61 feet to a point on the East line of said Parcel 2; thence North 00 degrees 09' 35" East 172.03 feet to the point of beginning, with bearings based on the survey of Minor Land Partition No. 17-88

Tax Account No. 3507 001800 00201
(with other property)

WHEREAS, Kerry S. Penn hereby makes the following declarations as to the limitations, restrictions and uses to which the lots or tracts may be put and hereby specifies such declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and persons claiming under him, and for the benefit of and limitations on all future owners in such subdivisions, this declaration of restrictions being designed for the purpose of keeping the real property desirable, uniform and suitable in design and use as specified herein;

WHEREAS, Kerry S. Penn desires to subject said property to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto;

NOW, THEREFORE, Kerry S. Penn hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under him, and also these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of the limitations upon all future owners of said property, or any interest therein. Such conditions are as follows:

1. No residential buildings shall be located nearer than fifty feet (50') to any front or rear of any parcel line.

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2. In the interest of public health and sanitation, and in order that the land above-described and all the land in the same locality may be benefitted by a decrease in the hazards of water pollution and by the protection of water supplies, recreation, wild life, and other public uses thereof, grantees of any lots affected by the within covenants, shall not use the above-described property for any purpose which will result in the pollution of any waterway that follows through or lies adjacent to such property, by refuse, sewage, or other material that might tend to pollute the waters of any such stream or streams, or the adjacent Agency Lake, or otherwise impair the ecological balance of the surrounding lands.

3. No individual sewage disposal system shall be permitted on any lot, unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all controlling public health authorities, including State of Oregon, Department of Environmental Quality.

4. No noxious or offensive trade or activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and there shall not be stored, kept, maintained or permitted to be upon any portion of any such parcels, not fully enclosed by permanent building, any old metal, broken-down machinery, or broken material commonly designated as "junk". Stripping of automobiles shall be prohibited. All trash shall be removed immediately. All garbage shall be kept in flytight containers and removed no less than once a week.

5. Domestic pets and horses for recreational purposes may be kept within the boundaries of the within described parcels. However, no domestic livestock, including cattle, llamas, pigs, sheep, chickens or other fowl, shall be kept within the boundaries of the within described parcels. Any pets or horses allowable pursuant to this restriction shall be maintained and kept within the boundaries of the owner's parcel or parcels, under clean and sanitary conditions. Any nuisance, annoyance or offensive odors resulting from such pets or horses will be strictly prohibited. Dogs shall be tied, penned, or kept under control at all times.

6. No dwelling or other structure shall be permitted on any parcel which does not conform to specifications and requirements of any existing building codes and health department regulations. Also, a minimum size of any dwelling shall be 1200 square feet.

7. No commercial advertising signs, placards, sign boards or billboards of any character or any nuisance shall be placed or maintained on any of the property herein described. In the event of any violation of any of these conditions, the same will be removed or abated without any liability thereof.

8. All buildings and improvements of any kind shall be properly painted or stained immediately after completion, shall be kept neat and clean, and in no event shall the structures or the premises create any unsightly or hazardous conditions. After commencement of construction of any building, structure, fence or wall permitted hereby the same shall be prosecuted to completion with reasonable diligence.

9. No mobile home, modular home or prefabricated home or trailer shall be permitted. Any exterior living area shall be kept neat and clean, and in no event shall the unit or the premises create any unsightly or hazardous condition. In the event of a violation of any of these conditions, owners shall correct same or remove such hazard and the cost of such action shall be paid by the violator.

PROVIDED THAT each and all of the foregoing restrictions shall continue in full force and effect for a period of twenty five years (25) from the date hereof, and shall thereafter automatically be continued in force for additional ten year (10) periods, unless a majority of the then property owners shall in writing modify, alter or abrogate said covenants, conditions, and restrictions.

PROVIDED FURTHER THAT if any owner of any parcel of said property or his heirs, successors, or assigns shall violate or attempt to violate any of the conditions, covenants, or restrictions herein, it shall be lawful for any other person or persons owning any other parcels in said property to prosecute at law or in equity a proceeding against such person or persons violating or attempting to violate any such conditions, covenants, or restrictions and either prevent him or them from so doing, or recovering damages or other dues for such violation.

PROVIDED FURTHER THAT invalidation of any one of these conditions, covenants, or restrictions by judgment, or Court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

PROVIDED FURTHER THAT a breach of any of any of the foregoing conditions, covenants or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith and value as to said realty or any part thereof, but said conditions, covenants, or restrictions shall be binding upon and effective against any subsequent owner of said realty.

PROVIDED FURTHER THAT nothing herein contained, or any form of deed which may be used by First Party, Second Party or Third Party or their successors, heirs or assigns in selling said property, or any part thereof, shall be deemed to vest or reserve in First Party, Second Party or Third Party any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

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PROVIDED FURTHER THAT the provisions contained in this declaration shall bind and enure to the benefit of and be enforceable by First Party, Second Party, and the owner or owners of any portion of said property, their heirs, successors, or assigns, and each of their legal representatives; failure by First Party, Second Party or any of the property owners or their legal representatives, heirs, successors or assigns to enforce any such conditions, restrictions or charges herein contained, shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, owners of all the said property, have hereunto caused this instrument to be executed this 25th day of September, 1989.

KERRY S. PENN

STATE OF CALIFORNIA, County of Los Angeles ss.

Personally appeared KERRY S. PENN before me on the day of Sept. 25, 1989, 1989, and acknowledged the foregoing instrument to be his voluntary act and deed.

MOUNTAIN TITLE COMPANY, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

NOTARY PUBLIC FOR CALIFORNIA
My Commission Expires: _____

CAT. NO. NN00627
TO 1944 CA (9-84)

(Individual)

TICOR TITLE INSURANCE

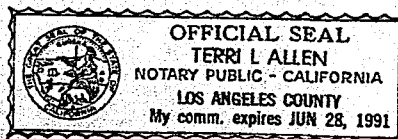
STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On Sept. 25, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared Kerry S. Penn

, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Terry S. Penn



(This area for official notarial seal)

RETURN: MTC ATTN: DARLENE
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 12th day of Oct. A.D. 19 89 at 10:15 o'clock A.M., and duly recorded in Vol. M89 of Deeds on Page 19313

FEE \$28.00

Evelyn Biehn, County Clerk

By Pauline Mueller