

17032

Vol. m90 Page 13054

ASPEN 90221

DECLARATION OF CONDITIONS AND RESTRICTIONS

TO TRACT 1096 - AMERICANA

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:

"TRACT 1096 - AMERICANA" situated in the N 1/2 NE 1/4 SE 1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point being North 89 degrees 56' 30" West 30.00 feet and South 00 degrees 12' 05" East 2640.13 feet from the Northeast corner of said Section 14, said point being the initial point and marked by a 2" x 36" galvanized iron pipe; thence South 00 degrees 40' 01" West 646.99 feet; thence South 89 degrees 39' 25" West 1294.34 feet to the Easterly right of way line of Homedale Road; thence North 00 degrees 02' 35" West along said Easterly right of way line Homedale Road 650.41 feet; thence North 89 degrees 48' 41" East 1302.35 feet to the point of beginning, with bearings based on Tract 1088 - Ferndale, a duly recorded subdivision.

do hereby make the following Declaration of Conditions and Restrictions covering the above described real property, specifying this Declaration shall constitute covenants to run with all of the land and shall be binding on all persons claiming under then and that these Conditions and Restrictions shall be for the benefit of and limitations upon all future owners of said real property.

'90 JUL 2 PM 4 24

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 two stories in height and a private garage for not more than three cars. Basements and what are known as "daylight basements" shall not be counted as a "story." Outbuildings which are strictly incident to a private residence shall be permitted.

No dwelling or other building shall be erected within twenty feet (20') of the front lot line or nearer than five feet (5') to any side lot line, except that on lots abutting collection or arterial streets, no buildings shall be located nearer than twenty feet (20') to such abutting collection or arterial streets.

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 six months, or as weather permits, from the time construction is commenced.

No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structure shall be moved or placed onto any of said lots.

No fences, walls, hedges, or shrub planting shall be allowed to exceed an elevation of two feet (2') on the front lot line, or within twenty feet (20') of the front lot line and no fence, wall, hedge, or shrub planting shall exceed six feet (6') in elevation on the rear portion of said lot.

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, excepting 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 become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than (5) 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.

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

No individual water-supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements and standards of all controlling local Public Health Authorities. Approval of such system as installed shall be obtained from such authorities.

Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as stated on any deed granted and over the rear eight feet (8') of each lot.

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 these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless any 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.

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 lands, their and each of their legal representatives, heirs, 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 action 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 sum as the Court may adjudge reasonable as an attorney fee in such suit or action.

Liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith.

The property is within the boundaries of the South Suburban Sanitary District, and is subject to the regulations, liens, assessments and laws relating thereto.

M & E BUILDING ENTERPRISES

Eric H. Spiess
Partner

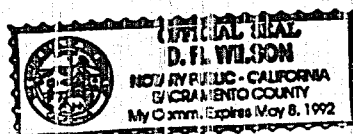
Meladec Dadds
~~Secretary~~

CALIFORNIA
STATE OF ~~OREGON~~)
COUNTY OF SACRAMENTO) ss

JUNE 25, 1990

Personally appeared ERIC H. SPIESS AND
Meladec Dadds who being duly sworn (or affirmed)
did say that They ARE the PRINCIPALS
(President or other officer)
of M&E ENTERPRISES
(Name of Corporation) PARTNERSHIP

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and They acknowledged said instrument to be its voluntary act and deed.



Before me:

D. F. Wilson
Notary Public for Sacramento Calif.

My Commission expires _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 2nd day
of July A.D., 19 90 at 4:24 o'clock PM., and duly recorded in Vol. M90
of Deeds on Page 13054.

FEE 28.00

Return: ATC

Evelyn Biehn - County Clerk

By Pauline M. Mendenhall