

97928

DECLARATION OF CONDITIONS AND RESTRICTIONS  
TENTH ADDITION TO SUNSET VILLAGE

8710

Vol. 195 Page

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:

Subdivided and Platted, "Tract 1194 - Tenth Addition to Sunset Village", situated in the W1/2 SE1/4 of Section 12, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows: Beginning at the initial point, as marked with a 2" x 36" galvanized iron pipe with an OLS 2442 washer marking the true position, from which the 1/4 corner common to Section 13 and said Section 12 bears S32° 56' 04"W 1848.04 feet; thence S00° 12' 55"W 257.36 feet; thence S89° 54' 43"W 29.44 feet; thence S21° 22' 41"W 112.82 feet to the Northwest corner of Lot 35, Block 1 of Tract 1116 - Sunset East; thence along the boundary of said Tract 1116 S23° 05' 46"W 68.19 feet, N80° 27' 02"E 171.80 feet, along the arc of a curve to the left (radius point bears S80° 27' 02"E 330.00 and central angle equals 02° 36' 16") 15.00 feet, and N83° 03' 18"W 113.26 feet to the Northwest corner of Lot 1, Block 3 of said Tract 1116, being on, the East line of Lot 2, Block 25 of "Tract 1127 - Ninth Addition to Sunset Village", thence along the boundary of said Tract 1127 North 6.40 feet, West 183.04 feet, S80° 32' 16"W 60.83 feet, and West 105.00 feet to the Northwest corner of Lot 2, Block 24 of said Tract 1127, thence north 350.00 feet; thence east 105.00 feet; thence North 46.00 feet; thence East 339.61 feet; thence North 17.43 feet; thence East 170.00 feet; thence South 12.00 feet; thence East 115.71 feet to the point beginning, containing 6.413 acres and with bearings based on Verda Vista Drive as being West as per the Plats of said Tract 1116 and 1127. The size of all lots and the width of all streets are as shown on the annexed Plat and that all lot corners and angle points are marked with iron pins and wooden witness stakes.

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

No lot shall be used except for residential purposes. No commercial uses. Dwelling must be framed and finished on lot. 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. Easements 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 collector or arterial streets, no building shall be located nearer than twenty feet (20') to such abutting collector or arterial streets.

The floor area of the main structure, which shall only include living space, and excluding porches or garage, shall not be less than 1700 square feet in single-family dwellings.

4500  
ck



All building 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, basements, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structures shall be moved or place 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 side lot line of those abutting collector or arterial streets 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, expecting in sanitary containers. All incinerators or other equipment for the storage and 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 may 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 five (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') on 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 sharing the covenants in whole or in part.

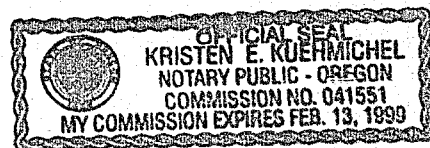
The foregoing Conditions and Restrictions shall bind and endure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of the above described lands, their and each of their legal representatives, heirs, successors or assignees, and a failure either by the owners above named or their legal representatives, heirs, successors or assignees, 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.

Return: J.K. Development Co  
6412 Harlan Dr  
Klamath Falls, Or. 97603



Subscribed and sworn to before me this 7th day of April, 1995

Notary Public for the State of Oregon.

My Commission expires: 2-13-99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of J.K. Development Co the 7th day  
of April A.D., 19 95 at 1:55 o'clock P M., and duly recorded in Vol. M95  
of Deeds on Page 8710

FEE \$15.00

By Bernetha G. Letsch County Clerk