

RESTRICTIVE COVENANTS FOR JENSEN LANE SUBDIVISION KLAMATH FALLS, OREGON

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

The Developer has recorded RESTRICTIONS with the deed which will limit your use of the property. The Developer also reserves the right of interpretation of these restrictions.

THE RESTRICTIONS ARE:

AMERTITLE, has recorded this instrument by request as an accomodation 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.

1. LAND USE

No lot shall be used except for single family residential purposes. No more than one residential dwelling may be built on each residential lot. No single wide mobile is allowed. There can not be resubdivision of a parcel without the consent of the Developer of this subdivision.

2. BUILDING TYPE

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. Outbuildings which are strictly incidental to a private resident shall be permitted. One garage is required for each lot. Outbuildings and garages are to be compatible with the residence.

3. DWELLING SIZE AND QUALITY

Once construction of a dwelling has commenced, it must be completed within one year from the date of the building permit. It is the intention and purpose of these covenants to ensure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded. The total floor areas of the main structure exclusive of basement, one-story porches and garages, shall be not less than 1400 square feet for one-story dwellings, nor less than 1800 square feet for a two-level dwelling.

4. BUILDING USE AND LOCATION

Car repairs are prohibited unless under completed coverage by a permanent structure. No building shall be located on any lot nearer than 10 feet to any interior lot line. Any trade or business within the subdivision is prohibited. No spirituous vinous or malt liquor or drugs shall be sold or kept for sale on any lot.

5. NUISANCES

No noxious or offensive activity shall be carried on, upon any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof of any occupant of the neighboring property.

6. MAINTENANCE

No lot or any part thereof, shall be used, either temporarily or permanently, to sell, store or accumulate used cars, parts therefrom or junk of any kind, rubbish, trash, garbage, or other waste shall not be kept on any lot except temporarily and all such waste shall be kept in sanitary containers. All incinerators shall be kept in a clean and sanitary condition.

Return: Jensen Home
7845 Donnegal
City 97603

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7. ANIMALS

All livestock are prohibited. Dogs and cats and other household pets may be kept provided they are not bred or propagated for commercial purposes. The aforementioned animals must be within the confines of the owner's lot. If such animals damage common fences or property of other area lot owners, such damage shall be repaired to the original state by the owners of said animals. No birds may be destroyed, shot or taken on the plat at any time. NO game birds may be taken at anytime by any means.

8. SIGNS

No sign of any kind shall be maintained or displayed on any lot except one sign identifying the occupants and address of the dwelling or advertising the property for sale.

9. LANDSCAPING

Should a property owner allow weeds, grass or other material to accumulate on his property to the point that it becomes unsightly and offensive to neighboring property, it can be removed by a court order and the owner shall be charged with all costs. It is the desire of the Jensen Lane subdivision that each lot owner be cognizant of his neighbors' security. The planting of trees and shrubs is encouraged but not in a manner that obscures another neighbor's established view.

Front yards shall be fully landscaped within one year, and rear yards finished within two years after the exterior of the main building is finished.

10. SITE PLAN

Purchaser is required to submit site plan to seller for approval and indicated location of garage and outbuildings. Foundation and skirt for foundation is required for all module homes.

11. PARKING

Parking of recreational vehicles is not permitted on the street, in front of the residences, except on a temporary basis. The storage of motor homes, trailers, campers, boats, boat trailers, snowmobiles, or other off road vehicles shall be permitted on driveways or sides of property only. No semi-trucks will be parked on the property or the streets of the project.

12. COVENANTS

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 changing these covenants in whole or in part.

13. HAZARDS TO OWNERS AND NEIGHBORS

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. Other waste shall not be kept excepting in sanitary containers.

14. ROAD MAINTENANCE

Each property owner is responsible for contributing a fair share of the cost to maintain the road known as Jensen Lane. The Developer is not responsible for road maintenance.

15. ENFORCEMENT

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 any of the above described lands, they and each of their legal representatives, heirs, successors, or assignees, and a failure by either 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.

EXHIBIT "A" LEGAL DESCRIPTION

Lot 3, 12 and that portion of Lot 17, PIEDMONT HEIGHTS, lying Southerly of the Enterprise Irrigation Ditch, and that portion of vacated Jones Avenue which inured thereto.

A portion of the above described real property is also described as Parcels 1 and 2 of Land Partition 29-96 and Parcels 1 and 2 of Land Partition 6-97, being Lots 3, 12, and that portion of Lot 17 lying Southerly of the North line of the Enterprise Irrigation District Ditch, together with that portion of vacated Jones Street which inured thereto, all situate in the SE1/4 of the SE1/4 of Section 3, Township, 39 South, Range 9, E.W.M., Klamath County, Oregon.

SCALE 1:2400

NO 200

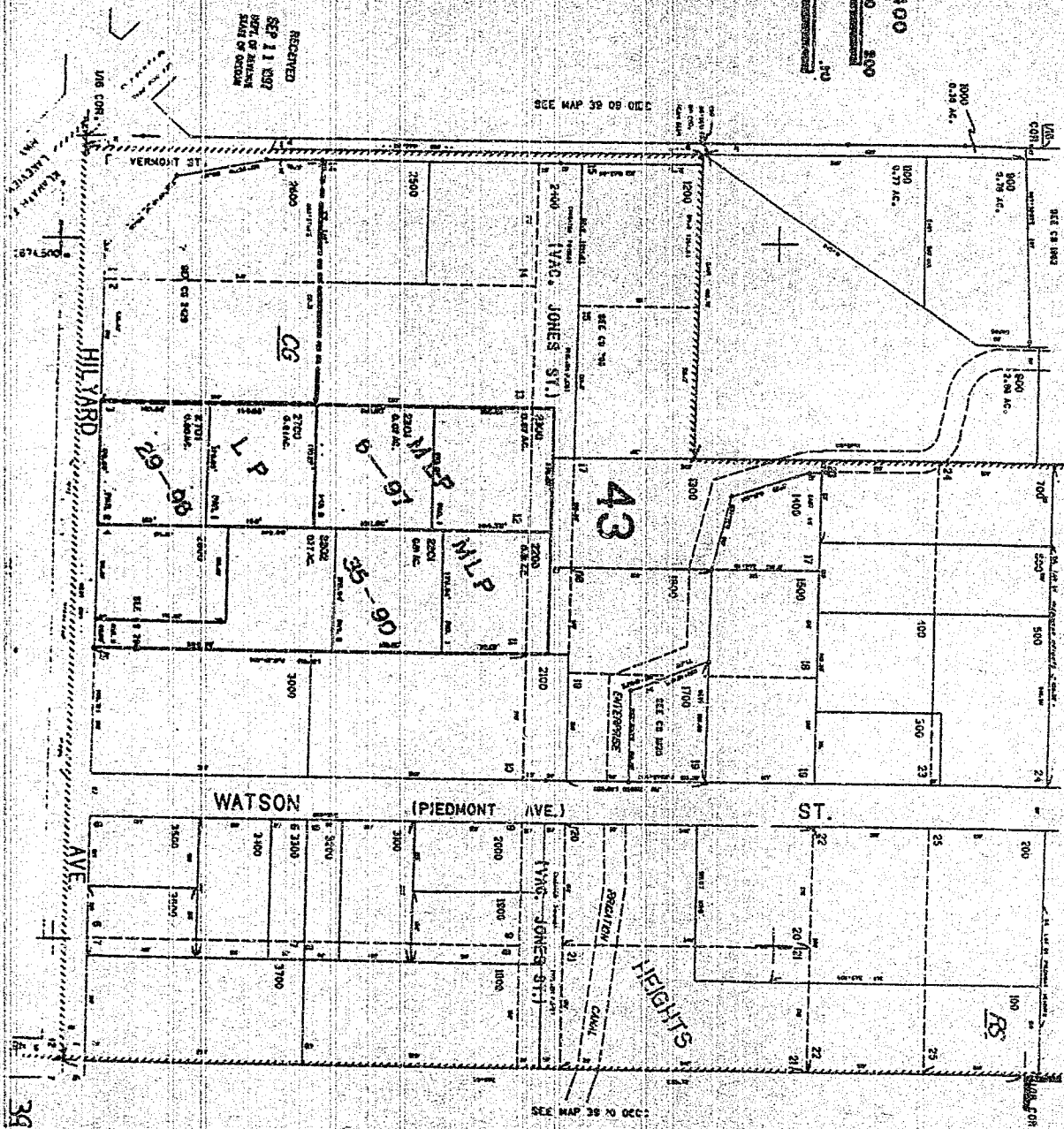
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KLAMATH COUNTY

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SEP 11 1957
DEPT. OF AGRICULTURE
STAFF OF OFFICIALS



Filed for record at request of Ameri: title the 4th day
of February A.D., 1998 at 11:16 o'clock A. M., and duly recorded in Vol. M98,
of Deeds on Page 3532.

FEE **\$30.00**

By Kathleen Bozai Bernetha G. Letsch, County Clerk