

2008-014334

Klamath County, Oregon



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Fee: \$26.00

**DECLARATION OF CONDITIONS AND RESTRICTIONS
13TH ADDITION TO SUNSET VILLAGE**

A tract of land situated in the SW1/4 of section 12, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of lot 19, Block 17 of "Tract 1127-Ninth Addition To Sunset Village", said point also being on the Northeast boundary of "Tract 1112-Eight Addition To Sunset Village"; thence, along the boundary of said "Tract 1112", on the arc of a curve to the left (radius point bears N57°00'17"W 1465.00 feet and central angle equals 32°59'43") 843.66 feet and North 172.88 feet; thence leaving the said boundary, East 140.00 feet; thence North 15.00 feet; thence East 157.00 feet; thence South 275.00 feet; thence East 43.49 feet; thence S04°39'58"W 381.69 feet; thence S41°36'13"E 96.12 feet; thence South 251.60 feet; thence N75°35'18"W 153.17 feet; thence N61°38'45"W 85.00 feet; thence S28°21'15"W 110.00 feet; thence S61°38'45"E 17.59 feet; thence S30°48'49"W 152.46 feet to a point on the boundary of said "Tract 1127"; thence along the boundary of said "Tract 1127", on the arc of a curve to the right (radius point bears N57°41'39"W 1775.00 feet and central angle equals 00°21'00") 10.84 feet, N57°20'39"W 110.00 feet, N66°20'43"W 60.78 feet and N57°00'17"W 140.00 feet to the point of beginning, with bearings based on the plat of said "Tract 1127" on file at the office of the Klamath County Clerk.

We, J.K. Development CO., An Oregon Corporation hereby make the following Declaration of Conditions and Restrictions to manage 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 four 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 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.

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 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 side lot line of those abutting collector or arterial street 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, except in sanitary containers. All incinerators or other equipment for the storage of 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 sign 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 public utilities are reserved as stated on any deed granted and over the roadside ten (10) feet on each lot and the rear eight (8) feet of lots one (1) through ten (10). Easements for installation and maintenance of the drainage and storm detention facility are reserved as stated on any deed granted and over the easterly thirty two (32) feet of the westerly forty (40) feet of lots one (1) through ten (10). Any property owner of lots one (1) through ten (10) shall be prohibited from removing the cyclone fence, filling the drainage swales, building structures or any action that may affect the performance of the said drainage and storm water detention within the easement. Easements for installation and maintenance of drainage facilities are reserved as stated on any deed granted over the sixteen (16) feet centered on the lot lines common to lots three (3) and four (4); five (5) and six (6); seven (7) and eight (8); fifteen (15) and sixteen (16); nineteen (19) and twenty (20).


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 covenant 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 Restriction shall bind and inure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of the above described land, their and each of their 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.

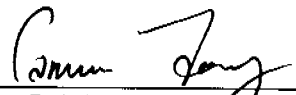
Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure to do so, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation 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 County Drainage Service District, 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.


JK Development Co. An Oregon Corporation
By Steven J. Keller (Vice President)

Subscribed and sworn to me this 20th day of October, 2008


Notary Public for the State of Oregon

My commission expires: July 26, 2009

