

2020-014540

Klamath County, Oregon

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Fee: \$92.00

After Recording Return

J K. Development Co

6640 Keller Road

Klamath Falls Or 97603

DECLARATION OF CONDITIONS AND RESTRICTIONS
TRACT 1538-FOURTEENTH ADDITION TO SUNSET VILLAGE

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 know 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.

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.

Also subject to any and all existing easements and setbacks as shown on the dedicated plat including the 32 foot Drainage and Storm Water Detention Easement which future owners will not have use of area within the 32 feet as shown on the plat.

Easements for installation and maintenance of public utilities are reserved as shown on the plat. Any property owner shall be prohibited 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.

Dated this 4 day of November, 2020.

J.K. Development Co., an Oregon Corporation

By: Stephen J. Keller

Stephen J. Keller, Secretary

By: Rebecca Ann Hoppe

Rebecca Ann Hoppe, President

State of Oregon

County of Klamath

On this 4th day of November, 2020, before me,

Twila Jean Pellegrino

a Notary Public in and for said state,

personally appeared Stephen J. Keller, Secretary and Rebecca Ann Hoppe, President of J.K. Development Co. and Oregon Corporation known to me to be the of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Twila Jean Pellegrino

Notary Public for the State of Oregon

Residing at: Klamath County, Oregon

Commission Expires: 11-19-2022



