

DECLARATION OF RESTRICTIONS ON
MT. SCOTT PROPERTIES

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, MT. SCOTT PROPERTIES, a copartnership,
is the owner of that certain real property commonly known
as MT. SCOTT MEADOWS, also known as MT. SCOTT PINES situated
in the County of Klamath, State of Oregon, and more
particularly described as follows:

See EXHIBIT "A" attached hereto.

and, WHEREAS, said MT. SCOTT PROPERTIES plans to sell said
real property and desires in that behalf for the benefit of
themselves, namely, the Copartners and the Copartnership and
the several purchasers of lots or parcels of said property to
prescribe certain standards relating to the use and occupation
of such real property.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES
and for the uses and purposes herein set forth, MT. SCOTT
PROPERTIES, A Copartnership, herein declares that all conveyances
of lots or parcels comprised in the above described real property
shall be made and accepted upon the following expressed condi-
tions, provisions, restrictions and covenants herein referred to
as "conditions" which shall apply to and bind the parties thereto
their heirs, successors, administrators, representatives and
assigns, imposed pursuant to a general plan for the improvement
of said property and each and every lot therein and such condi-
tions being as follows, to wit:

1 1. All lots shall be known and described as
2 recreational residential lots.

3 2. No residential building shall be located nearer
4 than 25 ft. to the front line or nearer than 25 ft. to any
5 side street line.

6 3. No noxious or offensive trade or activity shall
7 be carried on, or upon any lot nor shall anything be done there-
8 on which may be or become an annoyance or nuisance to the
9 neighborhood and there shall not be stored, kept, maintained
10 or permitted to be upon any portion of said lots not fully
11 enclosed by permanent buildings, any old metal, broken-down
12 machinery or broken materials commonly known and designated
13 as "Junk" or trash shall be removed immediately.

14 4. No dwelling shall be permitted on any lot
15 which does not conform to the specifications and require-
16 ments of the Klamath Falls Building Code and Health Department
17 as the same is then in effect and may from time to time be
18 amended or modified. Sewage disposal shall conform to the re-
19 quirements of Klamath County Health Department and there will
20 not be permitted the construction or use of a privy or outside
21 toilet upon any of said property.

22 5. Any building structure, wall or fence proposed
23 to be erected or maintained upon any of the said property or
24 any alterations made thereon after the initial building and
25 construction thereof in addition to being required to conform
26 with the specifications and requirements of the Klamath County

1 ignated as recreational residential lots in which various
2 purchasers will be using said property particularly purchased
3 by them with residential recreational uses contemplated by
4 all purchasers to maintain the highest integrity of the use
5 and purposes of such property.

6 No signs (except a sign of customary and reasonable
7 dimensions advertising the property for sale) placards, sign-
8 boards, or billboards of any character or any building or
9 structure not reasonable related to the use and enjoyment of
10 the property in connection with its use for residential recreat-
11 ional purposes shall be permitted.

12 All buildings and improvements of any kind shall be
13 properly painted immediately after completion and shall be kept
14 neat and clean and in no event shall the structure or premises
15 create any unsightly or hazardous condition. After the commence-
16 ment of any building structure, fence or wall that is permitted
17 under these restrictions, the same shall be prosecuted to
18 completion with all reasonable diligence.

19 In the event of the violation of any of the condi-
20 tions as set forth in this paragraph, any property owner within
21 the property described that has been made subject to these
22 conditions may demand the correction of any violation or
23 compel the removal of the same and the cost of said action in-
24 cluding any Attorneys fees incurred thereby, shall be paid by
25 the owner of the lot or property against whom the charge has been
26 made.

27 Mobile homes, trailers or campers shall be permitted
28 on said property provided it is in good condition, modern and
29 contains interior kitchen and bathroom facilities. Provided,
30 however, the mobile home, trailer or camper (not self-contained
31 for waste disposal) shall not be used by the owner of the
32 same placed on said property until the septic tank required for

1 the sewage and/or water disposal, as the case may be, has
2 been approved by all County and other political sub-division
3 having jurisdiction over the same and that the said mobile home,
4 trailer or camper can be connected to and used in connection with
5 an approved septic tank. All exterior living areas such as
6 patios, gardens, recreational areas, etc. used in connection
7 with the mobile home, trailer or camper shall be kept neat
8 and clean and in no event shall the same create any unsightly
9 or hazardous condition.

10 Any violation of these conditions in this paragraph
11 may be enforced by any of the other property owners for whose
12 benefit these conditions have been imposed and that the same
13 may be demanded to be corrected and if not corrected, to compel
14 the removal of such hazard or unsightly condition or the mobile
15 home, trailer or camper which does not comply with the conditions
16 of the use required herein and that the cost of such action, in-
17 cluding the Attorneys fees to enforce the correction or removal
18 thereof, shall be paid by the owner of the property upon which
19 said mobile home, trailer or camper has been placed.

20 6. No lot shall be used or maintained as a dropping
21 ground for rubbish. Trash, garbage or other waste shall not be
22 kept except in sanitary containers. All incinerators or other
23 equipment for the storage or disposal of such material shall be
24 kept in a clear and sanitary condition. No noxious or offensive
25 activity shall be carried on upon any lot nor shall anything be
26 done thereon which may become an annoyance or nuisance to the
27 neighborhood.

28 7. No building being constructed on the lot as a
29 permanent structure for use in connection with recreational
30 residential uses shall be less than 500 Sq. Ft. as measured in
31 the interior of said structure from the interior of the wall to
32 wall within said structure.

33 8. The covenants described herein likewise referred
to as "conditions" are to run with the land and shall be binding

1 on all parties and all persons claiming under them for a period
2 of ten (10) years from the date these covenants are recorded
3 after which time these covenants and conditions shall be auto-
4 matically extended for successive periods of five (5) years
5 unless an instrument signed by a majority of the then owners of
6 the lots has been recorded agreeing to change these covenants
7 in whole or in part.

8 9. The foregoing conditions and restrictions being
9 the covenants as aforementioned shall bind and inure to the
10 benefit of and be enforceable by suit for injunction or for
11 damages by the owner or owners of any of the above described
12 lands, their and each of their legal representatives, heirs,
13 successors or assigns; and a failure, either by the owners
14 above named or their legal representatives, heirs, successors
15 or assigns, to enforce any of such conditions or restrictions
16 shall in no event be deemed a waiver of the right to do so
17 thereafter.

18 10. Should suit or action be instituted to enforce any
19 of the foregoing restrictions or covenants after written demand
20 for the discontinuance of a violation thereof and any failure
21 so to do, then, the prevailing party shall be entitled to have
22 and recover from such other party, in addition to the costs and
23 disbursements allowed by law, such sums as the court may
24 adjudge reasonable as attorney's fees in such suit or action.

25 11. Invalidation of any of these covenants shall in
26 no wise affect any of the other provisions which shall remain in
27 full force and effect.

28 12. Any breach of any of the foregoing conditions
29 and covenants and/or restrictions shall not defeat or render
30 invalid the lien of any mortgage or Deed of Trust made in good
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1 faith and for value, as to said realty or any part thereof
2 but said conditions, covenants and/or restrictions shall be
3 binding upon and effective against any subsequent owner of
4 said realty.

5 IN WITNESS WHEREOF, MT. SCOTT PROPERTIES, a Co-
6 partnership, has hereunto set its hand this 21 day of
7 November, 1972.

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9 MT. SCOTT PROPERTIES, a Co-
10 partnership,

11 By Edwin E. Schulman
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EXHIBIT "A"

All that property situate in the County of Klamath,
State of Oregon described as follows:

In Township 31 South, Range 7 East of the
Willamette Meridian:

PARCEL 1, SECTION 1: Lots 1 and 2, South
half Northeast quarter, Southeast quarter BUT
EXCEPTING from Lot 2 Highway #97 right of way
conveyed to the State of Oregon in Deed Book
190 at page 16.

PARCEL 2, SECTION 12: Northeast quarter,
Southeast quarter,

Subject to the following exceptions:

1. There is expressly excepted from the foregoing
PARCEL 1 and PARCEL 2 all of those lands situated
within Tract A and Tract B as shown on the Pre-
liminary Plat of Mount Scott Meadows, Tract No.
1027, attached hereto as Exhibit "B", which map
has been accepted by and is on file with the
Klamath County Planning Commission.
2. There is further expressly excepted from the
foregoing PARCEL 1 and PARCEL 2 that certain parcel
designated as "Existing Artesian Well" which is a
portion of Lot 4, Block 7, of the Preliminary Plat
of Mount Scott Meadows, Tract No. 1027, attached
hereto as Exhibit "B", which map has been accepted
by and is on file with the Klamath County Planning
Commission.
3. There is further expressly excepted from the
foregoing PARCEL 1 and PARCEL 2 a non-exclusive
easement of access to all existing wells, irrigation
structures, drainage canals, and drainage ditches,
including Scott Creek and the canals shown on the
map attached hereto as Exhibit "B". Together with
access rights for purposes of maintenance and repair
as follows:
 - a. A strip of land thirty (30) feet on each
side of the center line of Scott Creek as said
Creek is shown on the above referred to Pre-
liminary Plat of Mount Scott Meadows, Tract No.
1027.
 - b. A fifteen (15) foot strip of land lying
North of and adjacent to the center line of the
canal, which center lies along the South line of
Lots 4, 5, 7, 8 and 9 of Block 7 as shown on the
Preliminary Plat of Mount Scott Meadows, Tract
No. 1027.
 - c. A fifteen (15) foot strip of land lying
North of and adjacent to the center line of the
canal shown on the North line of Lots 20 and 21,
Block 11, and the North lines of Lot 1, Block 24,

as shown on the Preliminary Plat of Mount Scott Meadows, Tract No. 1027.

d. A fifteen (15) foot strip of land lying North of and adjacent to the center line of the canal shown traversing Lot 5, Block 17, and Lot 11, Block 16, on the above referred to Preliminary Plat of Mount Scott Meadows, Tract No. 1027.

e. A strip of land fifteen (15) feet in width lying East of and adjacent to the center line of the canal which traverses in a North and South direction through Blocks 11, 15, 17 and the Easterly boundary of Block 21 as shown on the Preliminary Plat of Mount Scott Meadows, Tract No. 1027.

4. There is further expressly excepted from the foregoing PARCEL 1 and PARCEL 2 an exclusive easement for the withdrawal of water from the artesian well located on the property described in Exception "1" and an exclusive easement to withdraw water from the creek, canals, and systems described in Paragraph "2" above.

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