

WHEN RECORDED
MAIL TO:
GRAYCO LAND ESCROW, LTD.
123 North Lake Avenue
Pasadena, California 91101

55021

Vol. 171 Page 8196

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, the Grayco Land Escrow, Ltd., a Corporation; is the owner of that certain real property situate in the County of Klamath, State of Oregon, more particularly described as:

Oregon Pines, as same is shown on duly recorded plat in the office of the County Recorder of said County.

WHEREAS, said Grayco Land Escrow, Ltd., plans to sell said real property and desires in that behalf, for the benefit of itself 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, Grayco Land Escrow, Ltd. herein declares that all conveyances of lots or parcels comprised in the above described real property shall be made and accepted upon the following express conditions, provisions, restrictions and covenants, herein after referred to as "conditions", which shall apply to and bind the parties thereto, their heirs, successors and assigns, imposed pursuant to a general plan for the improvement of said property and each and every lot therein, such conditions being as follows, to wit:

1. All lots shall be known and described as seasonal/recreational lots.
2. No residential building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to any side street line.
3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and there shall not be stored, kept, maintained or permitted to be upon any portion of any

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Lot 10 sh
Lot 11 sh

BLOCK 29
Lot 17 sh

BLOCK 30
Lot 2 sh

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said lots, not fully enclosed by permanent building, any old metal ⁸¹⁰⁷ broken-down machinery or broken material commonly designated as "junk". All trash shall be removed immediately.
4. No dwelling shall be permitted on any lot which does not conform to the specifications and requirements of the Klamath County Building Code and Health Department.
5. Sewage disposal shall conform to requirements of Klamath County Health Department and there will not be permitted the construction or use of a privy or outside toilet upon any of said property.

For purposes of compliance with the State of Oregon, Department of Health, Sanitation Division, the following lots shall be held in attached units, and may not be divided by the owners thereof, or sold independently of each other, unless and until such time as a community sewage system has been installed, or approval has been received, in writing, from the State of Oregon, Health Department, that each of the joint lots, on its own shall support the requirements of said Health Department for individual sewage disposal method, and each lot shall have said approval of the Health Department of Oregon.

BLOCK 19

Lot 26 shall be combined with Lot 27

BLOCK 20

Lot 1 shall be combined with Lot 2
Lot 3 shall be combined with Lot 26
Lot 21 shall be combined with Lot 22
Lot 23 shall be combined with Lots 24 & 25
Lot 27 shall be combined with Lot 28

BLOCK 21

Lot 4 shall be combined with Lot 5
Lot 6 shall be combined with Lot 7

BLOCK 23

Lot 4 shall be combined with Lot 5

BLOCK 25

Lot 7 shall be combined with Lots 8 & 9
Lot 10 shall be combined with Lot 13
Lot 11 shall be combined with Lot 12

BLOCK 29

Lot 17 shall be combined with Lot 18

BLOCK 30

Lot 2 shall be combined with Lot 46
Lot 3 shall be combined with Lot 45
Lot 4 shall be combined with Lot 44
Lot 5 shall be combined with Lot 6

BLOCK 31

Lot 1 shall be combined with Lot 2

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BLOCK 32

Lot 10 shall be combined with Lot 14
Lot 11 shall be combined with Lot 13
Lot 17 shall be combined with Lot 7
Lot 18 shall be combined with Lot 6
Lot 19 shall be combined with Lot 20

BLOCK 34

Lot 1 shall be combined with Lot 11
Lot 7 shall be combined with Lot 8
Lot 9 shall be combined with Lot 10

BLOCK 35

Lot 1 shall be combined with Lot 2
Lot 3 shall be combined with Lot 4

BLOCK 39

Lot 9 shall be combined with Lot 10
Lot 11 shall be combined with Lot 17
Lot 12 shall be combined with Lot 16
Lot 13 shall be combined with Lot 14

BLOCK 40

Lot 1 shall be combined with Lots 2, 3, & 4

BLOCK 41

Lot 1 shall be combined with Lot 2
Lot 3 shall be combined with Lot 4

6. Before any building structure, wall, fence sign or other advertising is erected or maintained upon any of said property, or any alterations made thereto, plans for the same, together with accompanying specifications, shall be submitted to a committee to be known as the "Architectural Control Committee", which said committee shall consist of directors of Oregon Pines Property Owners Association, or such Committee as may be duly appointed by them.

In the event that approval or disapproval of such plans is not received within thirty days of submission to said Committee, said plans shall be deemed to have been approved.

7. No signs, (except a sign of customary and reasonable dimensions advertising the property for sale) placards, signboards, or billboards of any character, or any nuisance, or any building or structure, except as permitted by the Architectural Control Committee shall be erected, placed or maintained on any part of the property herein described; and, in the event of the violation of any of these conditions, the Architectural Control Committee may, in addition to any other right conferred by law, remove or abate the same without any liability therefore. The Architectural Control Committee reserves the right to grant permission to erect buildings and/or signs of a temporary nature.
8. All buildings and improvements of any kind shall be properly painted immediately after completion, shall be kept neat and clean and in no event shall the structure or premises create any unsightly or hazardous condition. After commencement of any building, structure, fence or wall permitted hereby, the same shall be prosecuted to completion with reasonable diligence. In the event of the violation of any of these conditions, the Architectural Control Committee may

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correct same, or remove such hazard and the cost of such action shall be paid by the owner. 8199
9. A Mobile Home or Trailer shall be permitted on said property providing it is in good condition, modern and contains interior kitchen and bathroom facilities. Any such Mobile Home or Trailer that is moved onto a lot, together with any accompanying permanent structure shall be approved by the Architectural Control Committee if same remains on said lot for a period of four months or longer. Any exterior living area shall be kept neat and clean and in no event shall the unit or premises create any unsightly or hazardous condition. In the event of the violation of any of these conditions, the Architectural Control Committee may correct same, or remove such hazard, and the cost of such action shall be paid by the owner.
10. Each and all of the foregoing restrictions except Article 6 above, shall continue in full force and effect until July 1, 1985 and shall thereafter automatically be continued in force for ten (10) year periods. These restrictions may be amended by a vote of seventy-five (75%) per cent of the property owners.

PROVIDED THAT, if any owner of any lot in said property, or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants, and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED FURTHER, that invalidation of any one of these conditions, covenants, and/or restrictions by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

PROVIDED, ALSO, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to said realty or any part thereof, but said conditions, covenants, and/or restrictions shall be binding upon and effective against any subsequent owner of said realty.

IN WITNESS WHEREOF, GRAYCO LAND ESCROW, LTD., A CORPORATION, has caused its corporate name and seal to be hereunto affixed by its Officers thereunto duly authorized, this 27 day of July, 1971.

GRAYCO LAND ESCROW, LTD.
a corporation

TO 449 C
(Corporation)

STATE OF CALIFORNIA

COUNTY OF Los Angeles } SS.

On July 27, 1971

State, personally appeared Thomas A. Gray before me, the undersigned, a Notary Public in and for said

known to me to be the Vice President, and Karen Y. Beaver
known to me to be Assistant Secretary of the corporation that executed the within Instrument,
Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board
of directors.

WITNESS my hand and official seal.

Signature Dawn A. Cornelius

STATE OF OREGON; COUNTY OF KLAMATH; SS.

Filed for record at request of Grayco Land Escrow, LTD.

this 4th day of August A. D., 1971 at 11:00 o'clock A. M., and duly recorded in
Vol. M71 of Deeds on Page 8196

FEE 6.00

WM. D. MILNE, County Clerk
By Cynthia [Signature]



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