

1-1-74

32237

WARRANTY DEED

Vol. 77 Page 12098

KNOW ALL MEN BY THESE PRESENTS, That Alan M. Lee, a single man,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Jerome Richichi, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

The SE1/4 of the SW1/4 of Section 18, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances SUBJECT TO: Contracts and/or liens for irrigation and/or drainage, and reservations, easements, restrictions and rights of way of record and those apparent on the land and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ nil

OFFICIAL COPY OF THIS INSTRUMENT IS ON FILE IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT, PORTLAND, OREGON. (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 7 day of July, 1977; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, } ss.
County of Klamath
July 7, 1977.

Personally appeared the above named

Alan M. Lee

and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 10-30-79

STATE OF OREGON, County of } ss.
1977.

Personally appeared _____ and

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____, a corporation,

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

Alan M. Lee
136 North Third #C
Klamath Falls, Oregon 97601
GRANTOR'S NAME AND ADDRESS

Jerome Richichi
1521 Galvez Avenue
Modesto, CA 95355
GRANTEE'S NAME AND ADDRESS

After recording return to:

Jerome Richichi 1521 Galvez Ave.
Modesto CA 95355

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Jerome Richichi
1521 Galvez Ave.
Modesto CA 95355

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 8th day of July, 1977, at 2:26 o'clock P.M., and recorded in book M 77, on page 12098 or as file/reel number 32237.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Wm D. Milne

Fee \$3.00

By Pat McCullough Recording Officer Deputy

32238

MEADOWGLEN SUBDIVISION

Tract 1137
Owners

Byron J. and Arlie Mae Johnson

INTRODUCTION

These introductory statements are intended as guidelines for builders and homeowners for the protection of the beautiful rural environment of Meadowglenn.

The site design, architecture, and landscaping should work as a unit.

In locating each structure on its site, every effort should be made to preserve the natural features of the site and to prevent obscuring the principal views of surrounding properties. The site should not be arbitrarily modified simply to conform to the design of the structure, but rather the structure designed with the site in mind. Also, it is hoped that all outdoor paved areas will be kept to an absolute minimum.

It is encouraged that homes in Meadowglenn be designed and planned with originality and varied set-back lines, using materials and finishes compatible with the rural setting of Meadowglenn.

Suggestions for appropriate materials are as follows: timbers, logs, board, board and batten, wood siding and wood shingle. Redwood and cedar are particularly recommended for their natural weathering characteristics. The use of stone, natural woods and glass are encouraged, as are shingle and shake roofs.

Because of the natural weathering appearance, the use of stains are encouraged over paints and it is hoped that bright colors will be restricted to front doors or accent areas.

The basic objectives of landscaping and revegetation are to preserve the land in its natural state as much as possible, to enhance the new structures and improvements, and to screen visually objectionable elements such as service areas, storage yards, utilities, etc. from public view. All new planting is encouraged to be an extension of the natural vegetation.

It is hoped that these guidelines will help to preserve and enhance the naturally beautiful and peaceful quality of life in Oregon.

DECLARATION OF CONDITIONS AND
RESTRICTIONS FOR MEADOWGLENN

12100

Tract 1137

We, the undersigned, being the registered owners and parties of interest in Meadowglenn subdivision as described in the official plat thereof, located in Klamath County, State of Oregon, do hereby make the following declaration of conditions and restrictions covering the above-described real property, specifying that the declaration shall constitute covenants to run with all of 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 the limitations upon all future owners of said real property. These restrictions shall apply only to single family dwellings.

There shall be formed a "Design Review Committee" for the purpose of controlling and enforcing the conditions of this declaration and to assist builders in constructing and maintaining a beautiful residential area. The committee shall be organized as follows:

DESIGN REVIEW COMMITTEE: The design review committee shall consist of the following persons:

1. Byron J. Johnson;
2. Arlie Mae Johnson; and
3. Van E. Johnson.

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 15 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 an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part. Any deviations from the conditions in this declaration will be allowed by a majority vote of the committee.

Invalidation of any of these covenants shall in no way affect any of the other provisions, which shall remain in full force and effect.

The following conditions and restrictions shall bind and enure 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, each of their legal representatives, heirs, successors, or assigns. Failure 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 following 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.

1. MASS GRADING OF A SITE WILL NOT BE PERMITTED: Earth work shall be only that required for foundations and driveways and be under and immediately adjacent to structures. This shall mean that construction disturbance shall be corrected so as to restore the ground to its original appearance.
2. TEMPORARY STRUCTURE: No structure of a temporary character, trailer, basement, partly finished house, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. All structures, additions or alterations shall be completed in not less than six months from a starting date. Open carports shall not be used for storage other than that enclosed by wall of the structure, and no old structure shall be moved or placed onto any of said lots.
3. SURFACE DRAINAGE: Special attention shall be given to site surface drainage so that surface waters will not adversely affect neighboring properties.
4. SET-BACK LINES: No dwelling or other building shall be erected within twenty feet of a front property line, except a corner or unusually shaped lot which may have a twenty-foot set-back line on the side abutting the street; however, a building may be placed further back from set-back line, if desired. Side yard set-back lines shall be not less than 10% of the lot width. Variations in set-backs are encouraged and exceptions to the preceding rule which will enhance the site and structure will be approved by the Design Review Committee.
5. BUILDINGS: No lot shall be used for other than single family residential purposes and no building shall be erected on any lot except dwelling, garages or carports, swimming pool, tennis court, non-commercial greenhouse and gardenshed.

The Design Review Committee may limit a building to a single story if it blocks the view of other buildings.

6. MOBILE HOMES: No mobile homes will be permitted. 12162
7. SIZE OF DWELLINGS: No single family dwelling shall be less than 1,000 square feet for the main structure, exclusive of porches and garages.
8. MATERIAL AND FINISHES: All garages or carports must be finished with the same or complimentary material as the exterior of the home. All exterior rough hardware shall be galvanized or otherwise rust resistant. All siding material must be cleared by the Design Review Committee. All metal surfaces including flues, exposed flashings, vents, pipes, trim, etc. shall be anodized or painted to blend with the exterior colors and be non-reflective. Roofing of all buildings shall be preferably composed of shakes or wooden shingles. However, textured dimensional random length asphalt shingles, such as Celotex "Dimensional Shake Shingles" or Bird & Son "Roofscape Architect 70", weighing not less than 360 pounds per square will be acceptable.
9. PUBLIC UTILITIES: All utility services shall be brought underground from the point of the utility company connection to the structure.
10. SEWERAGE: No individual sewage disposal system nor any drainage field shall be permitted on any lot and all lots shall be hooked to the sanitary sewerage system of the City of Malin.
11. FENCES AND WALLS: No fences, or walls used as fences, shall be erected or maintained on any lot or property line within the front set-back areas, except around outdoor storage areas or carports. No fence or wall used as a fence on any other portion of the property shall exceed a maximum height of six feet at any point. All fencing must match or be compatible with the exterior finish of the house. Chain link, metal or wire fabric fencing is specifically prohibited.
12. STORAGE AREAS: All outdoor storage areas, garbage cans, utility boxes, and trash areas shall be fenced or screened with material which matches or is compatible with the exterior finish of the house. All trucks and recreational vehicles, including boats, snowmobiles, camper trailers and pickup campers shall be stored in a manner to be out of view to the general public.
13. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that 1 dog, 1 cat or other household pet may be kept, provided they are not kept, bred or maintained for any commercial purpose and do not create objectionable noise or odor and are maintained on a leash when off the owner's property.

12103

14. **COMMERCIAL VENTURE:** No commercial venture shall be allowed on any of the property herein.
15. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
16. **CONDITION OF LOTS:** Trash, garbage or other waste shall not be kept except in sanitary containers emptied weekly. All incinerators, garbage cans or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition enclosed by fences that screen them from sight. Storage or any kind of goods, chattels, merchandise, material, fuel, supplies or machinery shall be within walls of the building, or enclosed by tight fences that completely screen it from sight. 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. No outdoor clothes line shall be permitted.
17. **LANDSCAPING:** Yards and parking strips shall be landscaped not more than thirty days after occupancy, except when occupancy occurs after October 1st and before May 1st, yards delivered to occupant during said inclement weather shall be landscaped not more than thirty days after May 1st. Yards shall be maintained in a neat, clean condition and grass shall be watered and cut regularly. One tree shall be planted and sustained as near to the front of the lot as practicable.
18. **PLANS:** No single family dwelling shall be built upon any of the lots in the above described property without first submitting the plot plan and the proposed house plans to the Design Review Committee for approval prior to beginning work. No two homes with the same floor plans may be built next to each other. Any deviation from the original approved plans will not be allowed and the Design Review Committee shall have the authority to request a court injunction. The approval of the Design Review Committee shall be mandatory on the construction of any new home or for a change of any landscape plan. The decision of the Design Review Committee shall be final.

12104

19. PARKING AND STORAGE: No lot shall be used or maintained as a parking place for trucks, trailers, equipment, or materials (except during the course of construction), or used as a dumping ground for rubbish or used as a parking place for vehicles not in regular family use and good operating condition.
20. Covenants 2, 11, 12, 15, 16, 17, and 19 shall not be applicable to the original developer and builder, Byron J. and Arlie Mae Johnson, during the construction and sales period. Byron J. and Arlie Mae Johnson shall have the right to assign one or all of their rights under this covenant to another builder or developer, provided that the Declarant or Byron J. and Arlie Mae Johnson develop the tract in accordance with with any plan submitted to HUD/FHA.
21. When these covenants do not cover a situation, the rules and regulations of the City of Malin shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the strictest of the two is to be used. The decision of the Design Review Committee shall govern in determining which rules are the strictest.

DATED this 8th day of ^{July}~~May~~, 1977.

Byron J. Johnson
Byron J. Johnson

Arlie Mae Johnson
Arlie Mae Johnson

STATE OF OREGON)
County of Klamath) ss.

Personally appeared before me the above-named BYRON J. JOHNSON and ARLIE MAE JOHNSON and acknowledged the foregoing instrument to be their voluntary act and deed.

Ret. - Byron Johnson
PO Box 66
Malin, Oregon 97632

Hazel Kalina
Notary Public for Oregon
My Commission Expires: May 18, 1978

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of BYRON J. JOHNSON
this 8th day of JULY A. D. 1977 at 2:44 o'clock P. M., and
duly recorded in Vol. M77, of DEEDS on Page 12099

FEE \$ 18.00 -6- Wm D. MILNE, County Clerk

By Hazel Kalina