

DECLARATION OF CONDITIONS AND

12100

RESTRICTIONS FOR MEADOWGLENN

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 gardened.

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. 12102
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 560 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.

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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.

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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, 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.

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

Hazel K. Milne
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

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W. D. MILNE, County Clerk
By Hazel K. Milne