

BE IT REMEMBERED, On the 22nd day of September, 1978,
CITY OF KLAMATH FALLS, a municipal corporation, as SELLER, in consideration
for \$17,500.00, entered into a Land Sale Contract with EDWARD PUTMAN, as
Buyer, to sell the following described real property situated in Klamath
County, Oregon:

Lot 20, Lakeshore Gardens in the City of Klamath Falls, Klamath
County, Oregon; and that portion of Lot 7, Block 8, Tract 1140,
Lynnewood First Addition, lying west of the southerly prolongation
of the east line of said Lot 20, Lakeshore Gardens, in the City of
Klamath Falls, Klamath County, Oregon; both according to the offi-
cial plats thereof on file in the office of the County Clerk of
Klamath County, Oregon.

Until a change is requested, all tax statements shall be sent to:
EDWARD PUTMAN, c/o Jeanne Calvin, 2466 Hilton, Union City, CA 94587.

IN WITNESS WHEREOF, the parties have hereunto set their hands and
seals this 22nd day of September, 1978.

CITY OF KLAMATH FALLS, OREGON

By George C. Flitcraft Mayor

WITNESS: Edmund Putman Recorder

Edmund Putman
Edmund Putman
2939 Orindale Rd, Route 3
Klamath Falls, Oregon

STATE OF OREGON) ss.
(County of Klamath)

Personally appeared before me the undersigned, a Notary Public for
said State, the within named George C. Flitcraft, Mayor and Harold Derrah,
Recorder, both officers of the City of Klamath Falls, Oregon, a municipal
corporation, who severally acknowledged that as such Mayor and Recorder
and for and on behalf of the City of Klamath Falls, Oregon, they each
signed and delivered the foregoing Land Sale Contract on the day and year
therein written pursuant to the authority of a resolution duly adopted by
the Common Council of the City of Klamath Falls, Oregon.

Before me on the 22nd day of September, 1978.

Patricia M. Bailey
Notary Public for Oregon
My Commission Expires: 2/12/82

STATE OF OREGON) ss.
(County of Klamath)

Personally appeared the above named Edward Putman and acknowledged
the foregoing instrument to be his voluntary act and deed.

Before me on the 22nd day of September, 1978.

Patricia M. Bailey
Notary Public for Oregon
My Commission Expires: 2/12/82

EXHIBIT "A"

INTRODUCTION

Lynnewood offers a unique mountain setting close to city center. These introductory statements are intended as guidelines for builders and homeowners for the protection of the beautiful rustic environment of Lynnewood and this adjacent property involved.

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 this area be designed and planned with originality and varied set-back lines, using materials and finishes compatible with the mountain-like setting of Lynnewood.

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 slate 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. Saving trees should be given top priority, even to the extent of designing outdoor decks AROUND existing trees.

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

We, the undersigned, being the registered owners and parties of interest in the following described property:

Lot 20, Lakeshore Gardens in the City of Klamath Falls, Klamath County, Oregon according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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.

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 OR A SLOTT 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 disturbances shall be corrected so as to restore the ground to its original appearance.
2. **TEMPORARY STRUCTURES:** No structure of a temporary nature, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, 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:** Set-back lines shall conform to applicable zone restrictions.
5. **BUILDINGS:** 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 three automobiles. In no event shall the residential building exceed 28 feet in height nor shall any building unnecessarily obstruct the view of any neighboring properties. A building may be limited to a single story if it blocks the view of other buildings.
6. **MOBILE HOMES:** No mobile homes will be permitted.
7. **SIZE OF DWELLINGS:** No single family dwelling shall be less than 1200 square feet for the main structure, exclusive of porches and garages.
8. **MATERIAL AND FINISHES:** All garages or car ports 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. Aluminum or other reflective roof surfaces shall not be permitted and tar and gravel roof surfaces will be permitted only when aggregate is used in sufficient size and thickness to insure full coverage of base coats. 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. No asphalt composition roofs will be permitted: the same with fiberglass composition that looks like asphalt roofs.
9. **PUBLIC UTILITIES:** All utility services shall be brought underground from the point of the utility company connection to the structure.
10. **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.
11. **STORAGE AREAS:** All outdoor storage areas, garbage cans, utility boxes, meters and trash areas shall be fenced or screened with material which matches or is compatible with the exterior finish of the house. All recreational vehicles, including boats, snow-mobiles, camper trailers and pickup campers shall be stored in a manner to be out of view to the general public.

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12. TELEVISION ANTENNAS: No T.V. antennas will be allowed if cable television service is available. Any T.V. antennas placed upon the premises prior to the availability of cable television will be removed immediately upon the availability of cable T.V. service.
13. ANIMALS: No livestock, poultry, horses, or other such animals shall be raised, bred, or kept on any lot except household pets.
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: 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 lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. A definite enclosed location for trash storage shall be provided and located convenient to the street, unlocked for pickup, protected from animals and out of view. No outdoor clothes lines shall be permitted.
17. LANDSCAPING: No live tree measuring more than six inches in diameter at a point measured three feet above the ground shall be cut, except trees located in the area of the structure itself.

CITY OF KLAMATH FALLS, OREGON
a municipal corporation,

By George G. Elbert Mayor
ATTEST: Edw. Putman Recorder

Edward Putman
Edward Putman

After recording, return to: City of Klamath Falls, P. O. Box 237, Klamath Falls, OR 97601.

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 26th day of September A.D., 1978, at 9:40 o'clock A.M., and duly recorded in Vol. 478, of Dads on Page 21246.

FEE \$15.00

WM. D. MILNE, County Clerk

By Wesley A. Helton Deputy

Deputy