

KNOW ALL MEN BY THESE PRESENTS, that Dale O. Woods and Karen A. Woods, are the owners of that certain real property situated in the County of Klamath, State of Oregon, more particularly described in Exhibit "A," attached to this document, and

WHEREAS, Dale O. Woods and Karen A. Woods, plan to sell said real property and desire in that behalf, for the benefit of themselves and several purchasers of lots or parcels of said real property, to prescribe certain standards relating to the use and occupation of such real property, and

WHEREAS, the purchasers, in consideration of the sale of property within the above described real property, agree to abide by the restrictions contained herein,

NOW THEREFORE, in consideration of the premises, and for the uses and purposes herein set forth, Dale O. Woods and Karen A. Woods, declare 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, hereinafter 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 residential lots only.
2. No residential building shall be located nearer than twenty-five (25) feet to the frontlot 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 any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and there shall be stored, kept, maintained or permitted to be upon any portion of any of said lots, not fully enclosed by permanent building, any old metal, broken-down machinery or broken material commonly designated as "junk." Stripping of automobiles shall be prohibited. All trash shall be removed immediately. All garbage shall be kept in flytight containers and removed weekly.
4. Pets and livestock shall be kept within the boundaries of owner's lot or lots under clean, sanitary conditions. Any nuisance, annoyance or offensive odors resulting from such pets or livestock will be strictly prohibited.

5. 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.

6. 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.

7. 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 consists of Dale O. Woods and Karen A. Woods or two duly appointed agents thereof. The principal points of review shall be the roof, (shakes or equivalent), and the total floor area. There shall be a 1500 squarefoot minimum. No chain link fences shall be allowed. In the event that approval or disapproval of such plans is not received within thirty (30) days of submission to said committee, said plans shall be deemed to have been approved. Upon such time, however, that 60 percent (60%) of the lots in the above described subdivision shall have been sold by Dale O. Woods and Karen A. Woods, then and in that event, all of the jurisdiction and authority of the Architectural Control Committee shall be transferred and vested in the Board of Trustees of Green Knoll Road and Drainage Association.

8. No signs, placards, signboards, or billboards of any character, or any nuisance, or any building or structure, except as permitted by the Architectural Control Committee or the Green Knoll Road and Drainage Association, 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 or the Green Knoll Road and Drainage Association may, in addition to any other right conferred by law, remove or abate the same without any liability therefor. The Architectural Control Committee or the Green Knoll Road and Drainage Association, reserves the right to grant permission to erect buildings and/or signs of a temporary nature.

9. All buildings and improvements of any kind shall be properly painted or stained 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 or the Green Knoll Road and Drainage Association may correct the same, or remove such hazard and the cost of such action shall be paid by the owner.

10. Diligent efforts to maintain the natural beauty of the premises shall be required.

11. No mobile homes or similar structure shall be allowed.

12. Each and all of the foregoing restrictions shall continue in full force and effect until July 1, 1992, and shall thereafter automatically be continued in force for ten (10) year periods, unless a majority of the then property owners shall in writing modify, alter, or abrogate said covenants, conditions and restrictions.

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 judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

PROVIDED FURTHER, 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.

All of the above provisions shall run with the land and shall be binding upon any and all heirs and assigns thereof.

1978. Approved and accepted this 14th day of November.

By Dale O. Woods
Dale O. Woods

By Karen A. Woods
Karen A. Woods

Ray K. Cullington
Shirley J. Cullington
Douglas Cullington
Purchasers

25717

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me Dale O. Woods and Karen A. Woods and acknowledged the foregoing restrictive covenants their voluntary act and deed this 14th day of November, 1978.

Judy Blubaugh
Notary Public for Oregon
My Commission expires: 8-23-81

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me Ray K. Coddington, Shirley Jean Coddington, and Douglas Coddington, and acknowledged the foregoing restrictive covenants their voluntary act and deed this 14th day of November, 1978.

Return to MTC

Judy Blubaugh
Notary Public for Oregon
My Commission expires: 8-23-81

25714

1 PARCEL 1: A tract of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$
2 of Section 27, all in Township 38 South, Range 9 East of the Wil-
3 lamette Meridian, Klamath County, Oregon, more particularly described as follows:
4 Beginning at a point on the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22 from which
5 the West 1/16 corner common to said Sections 22 and 27 bears South 00°29'45"
6 West 80.00 feet; thence North 89°30'15" West 220.59 feet; thence North 17°00'00"
7 West 330.19 feet; thence South 73°00'00" West 175.00 feet; thence South 17°00'00"
8 East 160.00 feet; thence along the arc of a curve to the right (radius = 215.00
9 feet and central angle = 28°47'47") 108.06 feet; thence along the arc of a curve
10 to the left (radius point bears South 78°12'13" East, radius = 185.00 feet and
11 central angle = 44°09'56") 142.60 feet; thence South 32°22'09" East 495.45 feet,
12 more or less, to the Westerly right-of-way line of Old Ford Road; thence South
13 16°51'50" West 59.42 feet; thence North 32°22'09" West 626.25 feet to a point
14 on the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; thence North 89°36'09" West
15 813.52 feet to the Southwest corner of said Section 22; thence North 00°12'56"
16 East 1319.60 feet to the Northwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; thence
17 South 89°53'01" East 1314.59 feet to the Southwest 1/16 corner of said Section
18 22; thence South 00°29'45" West 1246.05 feet to the point of beginning, contain-
19 ing 38.40 acres, more or less, with bearings based on a solar observation.
20 Saving and Excepting any portion lying within the right-of-way of Old Fort Road.

13 PARCEL 2: A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$
14 of Section 22, all in Township 38 South, Range 9 East of the Wil-
15 lamette Meridian, Klamath County, Oregon, more particularly described as follows:
16 Beginning at the West 1/16 corner common to Sections 22 and 27; thence North
17 00°29'45" East, along the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, 80.00 feet;
18 thence North 89°30'15" West 220.59 feet; thence North 17°00'00" West 605.19
19 feet; thence South 73°00'00" West 190.00 feet; thence South 17°00'00" East
20 335.00 feet; thence South 73°00'00" West 180.00 feet; thence South 05°29'19"
21 thence South 89°36'09" East 180.00 feet; thence South 32°22'09" East 626.25
22 feet, more or less, to the Westerly right-of-way line of Old Fort Road; thence
23 North 16°51'50" East 549.12 feet to the point of beginning, containing 7.59
24 acres, more or less, with bearings based on a solar observation.
25 Saving and Excepting any portion lying within the right-of-way of Old Fort Road.

STATE OF OREGON, COUNTY OF KLAMATH; ss. Exhibit "A"

I hereby certify that the within instrument was received and filed for record on the 15th day of November A.D., 1978 at 9:30 o'clock A.M., and duly recorded in Vol M78 of Deeds on Page 25714

FEE \$15.00

WM. D. MILNE, County Clerk
By *Burke H. Hirsch*

Deputy