

## RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that WILLIAM L. GALLAGHER and NADINE F. GALLAGHER, 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, William L. Gallagher and Nadine F. Gallagher, 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 occupancy 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, William L. Gallagher and Nadine F. Gallagher, 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 for residential and agricultural purposes only.
2. No residential building shall be located nearer than 100 feet to the front line or nearer than 100 feet to any side street line, or to any rear property 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.
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. Dogs shall be tied, penned or kept under control at all times.

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. Land uses shall conform to the Klamath County Planning Ordinances and Comprehensive Land Use Plan.

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 thereof, 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 William L. Gallagher and Nadine F. Gallagher or two duly appointed agents thereof. The principal points of review shall be the roof, and the total floor area. There shall be a 1000 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.

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 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 therefor. The Architectural Control Committee 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 of 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 correct the same, or remove such hazard and the cost of such action shall be paid by the owner. Any construction of a building shall be completed and painted on the exterior and all building materials removed within 180 days after the commencement of said construction.

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

11. All owners of land and contract buyers of land in said area shall be members of a non-profit corporation formed

for the purpose of preserving and enhancing the esthetic value of the area, providing road maintenance and construction of the area and generally carrying on any activity designed to improve the area or to be of benefit of the land owners generally. The corporation may levy assessments against its members to defray the expenses of the corporation. For purposes of determining membership in the corporation, a land owner shall be defined as a record owner of land within the area except that in the case of a sale of land by contracts, the contract purchaser shall be a member in place of the record owner so long as his contract is enforceable. The spouse of an owner or a contract purchaser and all joint owners shall have the benefits of membership, however, only the owner of record or the contract purchaser shall be liable for the assessments and only one assessment may be made against joint owners of property. Each ownership of land, whether solely held, or held in common shall have one vote in the corporation. In the event that a member is an owner or contract purchaser of more than one lot, such member shall be liable for one assessment for each of such lots and shall have one vote for each lot.

None of said land or any part thereof shall be sold to or owned by any person who does not agree to membership in the corporation and to abide by the rules and regulations of said corporations as they shall, from time to time be made.

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 and 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.

Approved and accepted this 23rd day of February, 1979.

By William L. Gallagher By \_\_\_\_\_

By Nadine F. Gallagher By \_\_\_\_\_

STATE OF OREGON       )  
                                  ) ss.  
County of Klamath    )

Personally appeared the above named William L. Gallagher and Nadine F. Gallagher and acknowledged the foregoing restrictive covenants their voluntary act and deed this 23rd day of February, 1979.

Nancy C. Leek  
Notary Public for Oregon  
My Commission expires: April 29, 1980

STATE OF OREGON       )  
                                  ) ss.  
County of Klamath    )

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Nadine Gallagher  
% Meridian Engineering & Surveying Inc.  
1453 Splendide  
K. Falls

TRACT 1162  
WHISKEY CREEK ACRES

4400A

EXHIBIT "A" - DEED DESCRIPTION

A parcel of land, containing 482.20 acres, more or less,  
situated in Sections 20 and 29, Township 36 South, Range 12  
East, Willamette Meridian, in Klamath County, Oregon; being  
more particularly described as follows:

- (1) All of the South one-half of Section 20,  
lying North of Oregon State Highway No. 140,  
and,
- (2) All of Section 29, lying North of Oregon State  
Highway No. 140.

STATE OF OREGON; COUNTY OF KLAMATH; ss. .

I hereby certify that the within instrument was received and filed for record on the 28th day of  
February A.D., 19 79 at 8:40 o'clock A M., and duly recorded in Vol. M79  
of Deeds on Page 4397.

FEE \$15.00

WM. D. MILNE, County Clerk

By Bernice A. Petch Deputy