

74797

DEDICATION OF RESTRICTIVE  
COVENANTS FOR  
GREEN ACRES, FIRST ADDITION

Dated:

Recorded:

Volume , page

Klamath County, Oregon.

Microfilm Records.

Vol. <sup>m</sup> 79 page 23255

A subdivision according to the official plat thereof on file in the records of Klamath County, Oregon.

Preamble

We, Arthur R. and Ellen Breitenstein, husband and wife, the owners of "Green Acres, First Addition," a subdivision in Klamath County, Oregon, according to the official plat thereof on file in the records of Klamath County, Oregon, for the purpose of enhancing and protecting the desirability and attractiveness of said subdivision, declare these covenants and restrictions which shall be binding on this property and all the parties holding title or any interest whatsoever in said property, or any portion thereof, for the benefit of all persons and parties concerned:

1. All lots shall be restricted to residential use only, with allowance made for agricultural use as provided in items #2 and #3 below.
2. No pigs or goats shall be allowed on any lot. Not more than two (2) grown horses or two (2) grown cows and no more than one calf or colt (less than 1 year old) shall be allowed on any single lot nor shall they be allowed unless confined within a stock-tight fence, no part of which may be closer than 75 feet to the front lot line. If a wooden fence is built it must be kept painted. Not more than 25 barnyard fowls may be kept (except for newly hatched replacement stock) and then only if a structurally sound house is built for them and they must be kept within the confines of a chick proof fence on the rear 100 feet of the lot. No manure (or garbage) may be piled or stored in the open or where flies can get to it.
3. Barns, sheds and outbuildings for non-residential use may be built provided that no structure is of more than 1,000 square feet and provided that a total of not more than 2,000 square feet of such buildings are erected. All such structures shall conform to the standards of the Uniform Building Code, as amended and adjusted.
4. Not more than one residential dwelling may be built on each residential lot and no multiple dwelling units may be built on any lot. All residences must conform with the standards of the Uniform Building Code mentioned above, as amended and adjusted. No dwelling may be of less than 1,000 square feet on the ground floor, if single story, nor less than 850 square feet on the first floor if two story. All dwellings must have at least a single car garage or car-port not less than 12 by 20 feet in size.
5. No mobile homes shall be allowed, whether on permanent foundation or not. No trailer houses or other temporary shelters shall be allowed for residential use other than for an initial period of 120 days while the owner is actively building a new residence.

DEDICATION OF RESTRICTIVE  
COVENANTS FOR  
GREEN ACRES, FIRST ADDITION

-2-

23258  
Volume , page

6. For a period of 16 years no lot can be partitioned and sold off or leased on a fractional basis, nor can any lot be divided or subdivided in any manner whatsoever. At the end of 16 years a 60% majority of the property owners may sign a petition to set this restriction aside, but unless such a petition is secured and filed with the county clerk within 30 days from 16 years from this date the restriction shall remain in force for an additional 10 years. This procedure may be continued in perpetuity unless such a 60% petition is filed before each 10 year anniversary.
7. The setback lines, the provisions for drainage construction and maintenance, and utility easements shall be those as shown on the recorded plat of Green Acres.
8. No signs, placards, billboards or other outdoor advertising may be used on any lot designated for residential purposes except the "For Sale" signs that normally are used on real estate when it is for sale. No signs, placards, billboards or other outdoor media may be used on commercial lots other than those customarily found on the exterior of retail establishments and in no event may a sign be more than five (5) feet higher than the building it serves.
9. No boat, trailer, camp trailer or truck (larger than 3/4 ton pick-up) regularly shall be parked in the street or within the 20 foot front yard setback line.
10. Before commencing the construction of any building whatsoever the plot plan for the lot's septic tank and water supply must be approved in writing by the County Sanitarian.
11. Junked automobiles or motor vehicles being stripped for parts shall not be allowed at any time. In the event that such a vehicle is in evidence more than 10 days the proper county authorities, or state authorities, may be notified by any resident or property owner on whose property it is found delinquent.
12. No excavation, mining, mineral or oil drilling, nor removal of dirt other than for excavation for a building or leveling for planting shall be allowed.
13. No person shall erect fences or plant shrubs or trees, etc. in the street beyond their property line, but they may plant grass or distribute gravel to keep down the dust and weeds, with the knowledge that the county shall have the right to disturb it for general maintenance or improvement purposes.
14. In the event that a property owner shall allow weeds, grass or other material to accumulate on his property to the point where it becomes unsightly and offensive to neighboring property it can be removed by a court order and the owner shall be charged all costs for so removing.
15. All buildings, barns, sheds etc. shall be completed within 45 days of start of construction.  
All residential buildings, houses etc. shall be completed within 120 days of start of construction.

We, the subdividers of "Green Acres, First Addition" Subdivision wish to arrange escrow depository accounts for the individual purchasers of lots, parcels or interests located within our subdivision. From time to time, as individual lots, parcels or interests are sold, the following documents will be presented to you to be placed into individual escrow depository accounts for the lot or parcel purchaser, as required under the provisions of ORS 92.425 and OAR 30-015:

1. A copy of the Title Report as it relates to the property being sold.
2. The original executed land sale contract under which the property is being purchased. (Payments on the contract shall be made through the escrow agent.)
3. An executed deed for the property being sold.
4. Executed copies of any encumbrances against the property.
5. Properly executed commitments to give partial releases for the above encumbrances.

Arthur R. Breitenstein  
Arthur R. Breitenstein

Ellen Breitenstein  
Ellen Breitenstein

Return  
Frontier Title

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Frontier Title Co

this 2nd day of October A. D. 1979. at 8:47 o'clock A. M., and  
fully recorded in Vol. M79, of Deeds on Page 23255

By Wm D. MILNE, County Clerk

Bernard H. Hetch

Fee \$10.50