

John Riess 90875
6027 Homedale
K. Falls.

TO: The Homeowners of Country Gardens

I, the undersigned agree to special variance of the 'proposed protective covenants Country Gardens' to item # 7 'Fences & Walls'. I agree to give special permission to John and Maureen Riess, 6027 Homedale Rd., Lot # 14, Country Gardens, permission to erect a fence on their property line in front of their house, and eliminate the minimum building setback line as stated in item # 1 'Country Gardens Dedication'.

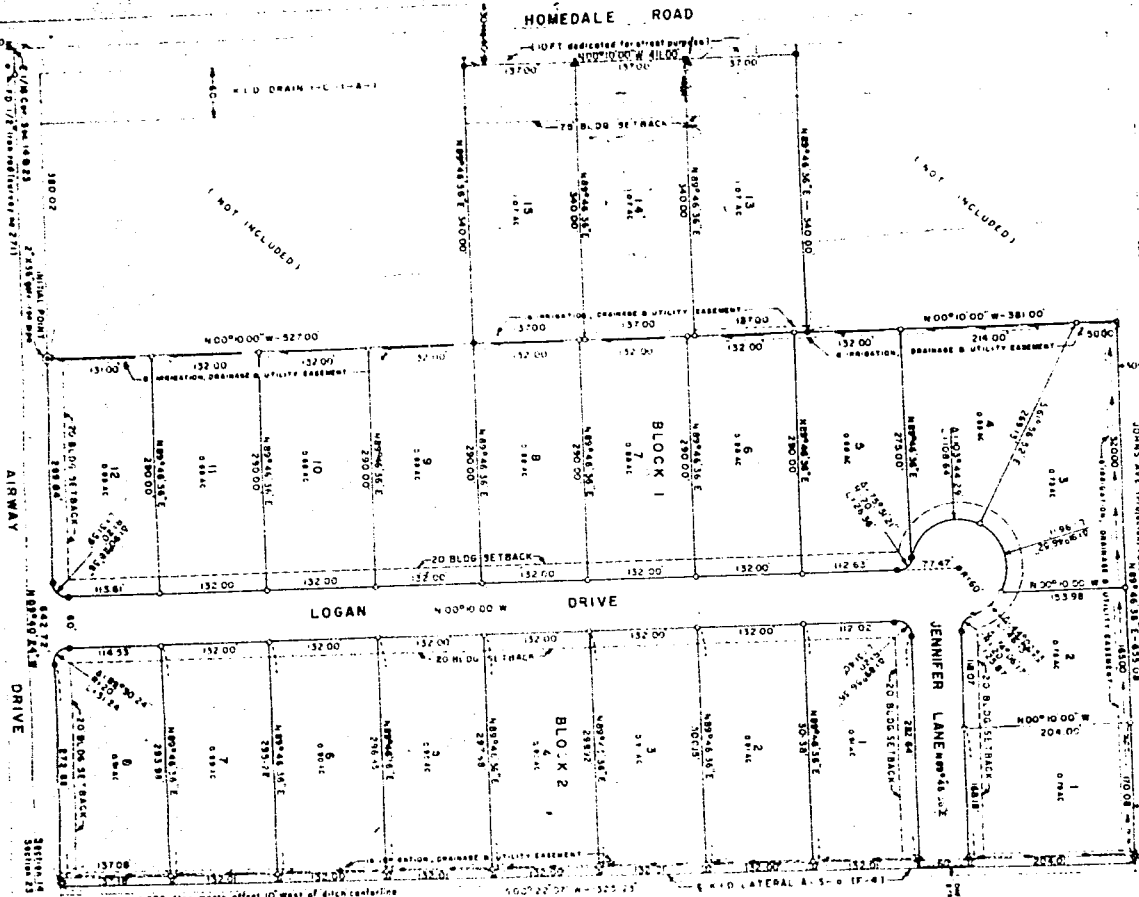
| Name | Address | Lot # |
|------------------------|--------------------|-------|
| Kathy Watters | 6112 Logan Dr. | 9 |
| Joseph Warden | 6104 LOGAN DR | 8 |
| George Delaney | 6044 LOGAN DR | 7 |
| Lena Marge | 6030 Logan Dr | 6 |
| Jay & Butch | 6016 LOGAN DR. | 4 |
| Sue Mallonee | 5942 Logan Dr. | 1 |
| Chad G. Smith | 5640 Jennifer Lane | 1 |
| Kathleen Moore | 6003 Logan Dr. | 3 |
| James Barnes | 5930 Logan Dr. | 2 |
| Jim Kelly | 5620 Jennifer Ln. | 4 |
| Walter Bradley Reed | 6017 Logan Dr. | 5 |
| Pat R. O'Brien | 6045 Logan Dr. | 6 |
| James A. O'Brien | 6003 Logan | 11 |
| David S. Laugherty | 6133 Logan Dr | 8 |
| Marilyn M. Keane | 6147 Logan Dr. | 12 |
| Ruth A. Patrick-Pearce | 6146 Logan Drive | |
| Oren L. Stovall | | |

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173

19376



HOMEDALE ROAD



COUNTRY GARDENS

SITUATED IN

SE 1/4 SECTION 14, T 39S, R 9E, WM

CLATSOP COUNTY, OREGON

SCALE: 1" = 100'

DATE: JUNE 1969

Handwritten signature: J. J. [illegible]

19377

DEDICATION

"COUNTRY GARDENS"

STATE OF OREGON ss:
COUNTY OF KLAMATH

This is to certify that we, Dennis Ray Hassell and Grace H. Hassell, husband and wife, and Ronald E. Phair and Lorraine Phair, husband and wife, are the owners of the land described in the annexed "Surveyor's Certificate"; said land to be hereafter known as "Country Gardens"; did cause the same to be surveyed and platted as shown on the annexed Plat and do themselves, their transferees, successors, assigns and heirs, do hereby dedicate, donate and convey to the public use forever, all streets, said plat being subject to:

- (1) A 20 foot building setback along Logan Street and Airway Drive and a 75 foot building setback along Homedale Road;
- (2) Easements for the construction and maintenance of public utilities and irrigation and drainage ditches as shown on the annexed plat;
- (3) No changes will be made in the present irrigation and/or drain ditches without the consent of the Klamath Irrigation District, its successors or assigns;
- (4) And all protective covenants filed under separate cover;
- (5) Dedicate, donate and convey to Klamath County the area shown on the annexed plat as (a) a 1 foot street plug; (b) the South 30 feet of Johns Avenue (extended); (c) and a 10 foot strip along the West side of Lots 13, 14 & 15, Block 1, said area to be designated as a public street when the county governing body deems it necessary;
- (6) Access to Johns Avenue (extended) prohibited for Lots 1, 2 & 3, Block 1.

PROPOSED PROTECTIVE COVENANTS "COUNTRY GARDENS"

1. LAND USE:

The land is to be used for residential purposes only with no commercial buildings to be permitted thereon. There shall be no Mobile Home allowed for residential purposes.

2. BUILDING LOCATION:

No building shall be located on any lot nearer the front line than the minimum building setback line of 20 feet. No building shall be located nearer than 20 feet to a side street line nor nearer than 8 feet to an interior side lot line, except that no side yard shall be required for a garage or other accessory building located 30 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building, on a lot to encroach or overlap upon another lot.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. TEMPORARY STRUCTURES:

Except for a period of 30 days, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

4. ACCESSORY BUILDINGS:

Accessory buildings shall be allowed such as a chicken house, barn, dog house, garage and well house and shall be built and maintained in a neat and workman like manner, except however they shall not be used as a residence.

5. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except on a 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.

6. LIVESTOCK AND POULTRY:

No animals livestock or poultry of any kind shall be raised, bred or kept on any lot, except for personal use and not for commercial purposes, except that no swine shall ever be kept on a lot. To determine the amount of animals allowed, only those animals allowed, will be those which can be adequately pastured at the time.

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7. FENCES AND WALLS:

Fences or walls shall be of a good and workmanlike quality, not to exceed six feet in height and shall not be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

8. WELL LOCATION:

Wells for domestic purposes shall be placed not less than ten feet from a side line nor more than twenty-five feet from a side lot line nor more than seventy-five feet from a front lot line. Wells shall be placed on the Northerly side of even numbered lots and the Southerly side of all odd numbered lots.

9. SEPTIC TANKS AND TILE FIELDS:

Septic tanks and tile fields shall be placed not more than thirty-five feet from a side lot line nor less than ten feet from a side lot line nor less than seventy-five feet from a front lot line. Septic tanks and tile fields shall be placed on the South line of the even numbered lots and the North side of the odd numbered lots.

10. These covenants are to run with land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods for ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

11. ENFORCEMENT:

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY:

Invalidation of any one of these covenants by judgments of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 7th day of October A.D., 19 80 at 10:02 o'clock A M., and duly recorded in Vol. M80, of Deeds on Page 19375.

FEE \$17.50

WM. D. MILNE, County Clerk

By Bernetha H. Helrich Deputy