

## DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

21 JUL 1 11 30  
PINEY WOODS LAND AND DEVELOPMENT COMPANY, an Oregon corporation, desiring to insure the use of Tract No. 1179, Second Addition to Keno Hillside Acres, Klamath County, Oregon, for recreational residential purposes, desiring to prevent nuisances and the impairment of the quality and the attractiveness of this said property and to maintain the desired tone of the community and thereby to secure to each site owner the full enjoyment and benefit of his home with no greater restriction to the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners hereinafter to acquire a portion of the property hereinabove described, and being at present owner of said property, does herewith make the following declarations as to limitations, restrictions and uses to which parcels of the above described property may be put, hereby specifying that this Declaration shall constitute a covenant to run with the land:

## I

All lots shall be recreational residential lots, to be used as a site for vacation type dwellings or as the location for permanent use residences.

## II

Perimeter foundations on all permanent buildings must be of

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concrete or similar construction and extend to a depth of not less than 12 inches.

### III

No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 exclusive of the land, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to insure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of open porches, carports and garages, shall be not less than 700 square feet for a one-story dwelling.

### IV

Any dwelling or structure erected or placed on any lot shall be completed as to external appearances, including finish painting, within nine months from the date of commencement of construction.

### V

Before any building, structures, walls, fences, signs or other advertising is erected or maintained upon any of said property, or any alterations made thereto, the plans for the same, together with accompanying specifications, shall be submitted to a committee to be known as the "Architectural Control Committee,"

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which said committee shall consist of the subdivider, a professional engineer and planner. In the event that approval or disapproval of such plan is not received within 30 days of submission to said Committee, said plans shall be deemed to have been approved.

At such time as the sale of this subdivision is completed, there will be a selection of five owners by the current Architectural Control Committee to form and continue this Committee and the protection to buyers afforded by these deed restrictions.

#### VI

No signs, placards, signboards or billboards of any character, or any nuisance, or building or structure, except as permitted by the Architectural Control Committee, shall be erected, placed or maintained on any part of the property hereinabove described.

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.

#### VII

No fence or hedge shall be permitted higher than 6 feet.

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## VIII

No wholesale or retail shop or store shall be built on any lot, nor shall any industry or trade be carried on or conducted in said subdivision. Professional or other trades which can be carried on within a home shall be allowed.

## IX

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary containers for proper disposal. Yard rakings such as rocks, dirt and other materials as a result of landscaping shall not be dumped into streets or ditches and the removal of all such materials shall be the responsibility of the individual lot owners.

## X

Sanitary disposal shall conform to the requirements of the Klamath County Health Department and there will not be permitted the construction or use of outside toilet facilities upon any of said property.

## XI

A mobile home or trailer shall be permitted on those certain lots specified by the developer and by the Architectural Control Committee, provided it is in good condition, modern and contains interior kitchen and bathroom facilities. Any such mobile home or trailer that is moved onto a lot, together with any accompanying permanent structure, shall be approved by the Architectural Control

Committee if said trailer remains on said lot for a period of three months or longer. Any exterior living area shall be kept neat and clean and in no event shall the premises create any unsightly or hazardous condition.

In the event of violation of any of these conditions, the Architectural Control Committee may correct the same or remove such hazards and the cost of such action shall be paid by the owner.

## XII

Pets and livestock shall be kept within the boundaries of the owner's lot or lots except when being used, and shall be kept under clean, sanitary conditions and, as hereinafter set forth, all stables and outbuildings shall be subject to approval by the Architectural Control Committee. Any nuisance, annoyance or offensive odors resulting from such pets or livestock will be strictly prohibited.

## XIII

Covenant running with the land in recognition of the fact that certain of the surrounding property adjacent to these parcels of property which are the subject matter hereof, are generally used for agricultural purposes. No lot owner, his heirs, successors or assigns, shall interfere with the reasonable use of said surrounding property for agricultural purposes.

IN WITNESS WHEREOF, Piney Woods Land and Development Company, pursuant to a resolution of its Board of Directors, duly and

legally adopted, has caused these presents to be signed by its President, Sam B. Davis, and Secretary, Sidney E. Ainsworth, and its corporate seal affixed hereto.

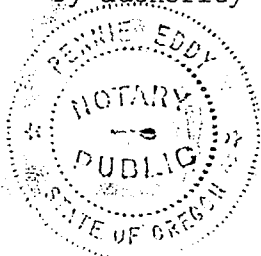
PINEY WOODS LAND AND DEVELOPMENT  
COMPANY

By: [Signature]  
Sam B. Davis, President

By: [Signature]  
Sidney E. Ainsworth,  
Secretary

STATE OF OREGON     )  
                              ) ss.  
County of Jackson )

Be it remembered that on this 15 day of April, 1981, personally appeared before me Sam B. Davis, President, and Sidney E. Ainsworth, Secretary, of Piney Woods Land and Development Company who are known to me to be the identical persons described in and who executed the above instrument and who acknowledged to me that they executed the same freely and voluntarily as such officers on behalf of said corporation by authority of its Board of Directors. Before me:



[Signature]  
NOTARY PUBLIC for Oregon  
My commission expires: 8-29-84

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State of OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

1st day of May A.D., 1981 at 11:30 o'clock A M., and duly recorded in

Vol M81 of Deeds on page 7753.

EVELYN BIEHN  
COUNTY CLERK

Fee \$ 21.00

By [Signature] deputy