

## REVISED

DECLARATION OF RESTRICTIVE COVENANTS FOR GREEN  
KNOLL ESTATES TRACT 1182

This Declaration Of Restrictive Covenants Amends And Replaces All Previously Recorded Documents For Green Knoll Estates Tract 1182, Klamath County, Oregon

In accordance with section 7 and 9 of the Green Knolls Estates Restrictive Covenants, the Architectural Control Committee proposed amending the Restrictive Covenants at the annual Green Knoll Estates Road and Drainage Association meeting, December 13, 1993.

The Purpose of the amendments was to enhance and protect the value, desirability, and attractiveness of the area. The goal was to provide a comfortable and enjoyable living environment for all present and future residents.

The members in attendance at the meeting directed the Chair of the Board of Directors to conduct a by-mail vote on the proposed amendments. The by-mail vote was conducted between January 17, 1994 and February 17, 1994. The results of said vote was 19 in favor, 1 against, and 2 votes not returned.

In accordance with Section 9 of the restrictive covenants, the restrictive covenants are amended to read as follows:

## SECTION 1: AMENDED TO READ -

All lots shall be residential lots only and for purposes of single family dwelling. No structure of a temporary nature, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structure shall be moved or placed onto any of said lots.

## SECTION 2: AMENDED TO READ -

No residential building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to any side street line. No mobile home, modular home, manufactured home, or trailer may be used as a residence. No more than one single-family dwelling not to exceed two stories in height shall be constructed on any lot. Accessory buildings incidental to residential use shall be of the same or acceptable architecture as the main home. Basements, which are daylight, split entry and split level types, shall not be considered in determining the number of stories in the dwelling.

## SECTION 3: AMENDED TO READ -

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

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or nuisance to the neighborhood, and there shall be stored, kept, maintained or permitted to be upon any portion of any of said lot, 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. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept, except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

SECTION 4: AMENDED TO READ -

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. No animals of any kind can be bred or maintained for any commercial purpose.

SECTION 7: AMENDED TO READ -

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 will be duly appointed agents of the Directors of Green Knoll Road and Drainage Association. The principal points of review shall be the roof, and the total floor area. There shall be a 1500 square foot minimum. Roofing materials shall be similar in appearance to the most predominant type in the subdivision. 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.

SECTION 9: AMENDED TO READ -

All buildings and improvements of any kind shall be properly painted or stained immediately after completion. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard or visual pollution. 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.

SECTION 10: AMENDED TO READ -

Diligent efforts to maintain the natural beauty of the premises shall be required. All lot areas immediately adjacent to the dwelling shall be landscaped within one year after the exterior of the main building is finished, with grass, or with bark chips and plantings in a professional manner.

SECTION 13: ADDED -

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Parking of recreational vehicles is not permitted on the street in front of the residences. The streets shall not be used for parking vehicles except on a temporary basis. Parking or storage of trailers, trucks, campers, boats, boat trailers, snow mobiles, or other off-road vehicles shall be permitted unless they become visual pollution. No trucks with a gross capacity in excess of one ton or other equipment with a gross vehicle weight in excess of 5,000 lbs. shall be allowed on the streets of the Green Knoll Estates subdivision except on a temporary basis in connection with construction or maintenance of land or improvements located within the subdivision.

The following paragraph is amended to read -

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, including attorney's fees.

This amended Declaration of Restrictive Covenants hereby supersedes and revokes any and all previously recorded covenants, conditions and restrictions.

By: Green Knoll Road and Drainage Association

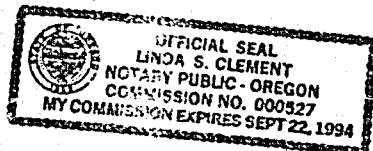
By: Leslie R. Martin  
Leslie R. Martin, Chair, Board of Directors

State of Oregon )  
County of Klamath ) ss.

Personally appeared on this 8th day of April, 1994 the above named Leslie R. Martin the Chairman of Green Knoll Road and Drainage Association who being first duly sworn, acknowledged the foregoing instrument as the voluntary act and deed of the property owners of Green Knoll Estates Tract 1182 and that said instrument was signed and sealed in behalf of said owners by authority of the Board of Directors.

Before me:

Linda S. Clement  
Notary Public of Oregon  
My Commission Expires: 9-22-94



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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Leslie R. Martin of April A.D., 19 94 at 11:17 o'clock A.M., and duly recorded in Vol. M94 of Deeds on Page 10489  
By Evelyn Biehn County Clerk  
Debra M. Mullender

FEE \$20.00  
copy 1.50