

CONDITIONS AND RESTRICTIONS
OF
CHIA PARK

The undersigned owners of the following described property, hereby make and declare the following restrictions and limitations upon the ownership and use of said land which shall constitute covenants to run with the land and shall be binding on all parties and persons claiming under them and for the benefit of and limitation upon all future owners of the following described property, to-wit:

1. LAND USE AND BUILDING TYPE: All lots shall be used for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and a private garage for not more than three cars. A green house of noncommercial nature or a garden tool shed or other auxiliary building may be erected on any lot provided that the same shall conform to the general architectural design of the dwelling and, if separate from the dwelling, shall be located on the rear one-third of the lot.

2. DWELLING SIZE: The ground floor area of the main structure, exclusive of garages and carports, shall be not less than 1,000 square feet.

3. HEIGHT RESTRICTIONS: No dwelling or building shall be erected on any lot exceeding one story in height. However, this height restriction is not intended to exclude one from building a cathedral ceiling, open-exposed beam ceiling, vaulted ceiling or shed roof ceiling provided that it does not hinder the view and meets plan approval as specified in item 10 of these conditions and restrictions.

4. BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the property lot line fronting on any street. No building shall be located nearer than 5 feet to an interior lot line; provided that unless otherwise prohibited by utility easements or other restrictions, no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. For the purpose of this covenant, steps and open porches shall not be considered as a part of a building, provided that such distance shall be further subject to the requirements of any applicable governmental codes or ordinances.

5. FENCES AND HEDGES: No fence, wall or hedge in excess of 6 feet shall be permitted to extend nearer to any street than the minimum set-back line and no fence, wall or hedge in excess of 3 feet high shall be permitted to be maintained from the minimum set-back line to the street, provided that all corner lots meet vision and clearance requirements as specified by city ordinances.

6. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lots in the Subdivision having less street frontage than such lot has on the recorded plat nor shall any resubdivision be allowed to create any greater number of lots or lots with less width or area than as set forth on the recorded plat, provided that this restriction shall not prevent transfer of a strip up to 10 feet in width to an adjoining lot owner for best utilization of the lots for building purposes, provided that this meets all Subdivision requirements for a minimum lot size and complies with all zoning ordinances.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Owners shall cooperate with Pacific Northwest Bell in providing a clear strip free of building and other material on said easement over which it may operate underground cable placing equipment.

8. FOUNDATIONS: All structures erected shall have full concrete or masonry foundations and exterior walls of the building shall be finished in a suitable and customary manner for such type of building.

9. NUISANCE: 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.

10. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

11. COMPLETION OR CONSTRUCTION: All dwellings shall be completed within six months after beginning of construction and are not to be occupied until completed.

12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or maintained for commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. WATER SUPPLY: No individual water system shall be permitted on any lot.

15. SEWAGE DISPOSAL: No individual sewage-disposal system or private septic tank system shall be permitted on any lot.

16. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs of a reasonable size used by the subdivider or by a builder to advertise the property for sale.

17. SIDEWALKS: It is the responsibility of the developer, per Section 11.030 of the Land Development Ordinances, to install sidewalks. Such sidewalks will be installed in accordance with Section 11.030 by the developer.

18. APPROVAL OF PLANS: No dwelling or other structure or fence shall be erected, altered or remodeled on any lot described herein until the plans, specification and exterior colors with plot plan showing location on the lot have been submitted to and approved by Green Construction, Inc., and a written permit has been issued therefore. Green Construction, Inc. shall act upon such applications within ten days after submission. Green Construction, Inc. may at any time designate a company or a committee of three persons to act in its place hereunder, and a statement of such designation shall be filed in the Deed Records of Klamath County, Oregon.

19. LANDSCAPE REQUIREMENTS: It shall be the responsibility of the owner, and the owner shall further be described as the person or persons who are in "title", through contract purchase or through deeding, to install landscaping approved in accordance with item No. 18 no later than six months after the final completion of a dwelling placed on any lot within Chia Park. (If said owner fails to meet this requirement, the developer may, at his option, seek restitution in a court of law or install the landscaping and place a lien against said property for landscaping.)

20. GOVERNMENTAL CONTROL: All of the property herein described shall be further subject to all applicable county, municipal or other governmental building codes and ordinances.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, or until an instrument signed by a majority of the then owners of the lots has been recorded in the Deed Records of Klamath County, Oregon, agreeing to change said covenants in whole or in part. These covenants may be modified at any time to conform to uses prohibited hereunder but allowed by existing municipal or other applicable governmental building codes and ordinances by an instrument signed by two-thirds of the then owners of the lots which shall be recorded in the Deed Records of Klamath County, Oregon.

Any owner of the property above-described may prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenants herein, either to restrain violation and/or to recover damages or other compensation for such violation.

Joseph Green

Sarita Green

STATE OF OREGON)

COUNTY OF KLAMATH)

S.S.

CITY OF KLAMATH FALLS)

Be it remembered that on this 30th day of August, 1978, personally appeared before me Joseph Green and Sarita Green, husband and wife, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal this 30th day of August, 1978.

Notary Public for Oregon
My Commission expires 1/2/82

Green Instruments

600 711

K. Falls, Q 97601

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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 15th day of September A.D. 1978 at 1:43 o'clock P M., and duly recorded in Vol. M78 of Deeds on Page 20454.

FEE \$12.00

WM. D. MILNE, County Clerk

By Bruce D. Smith Deputy