

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 13 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.

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FEE \$12.00

WM. D. MILNE, County Clerk

By Bonitha H. Lush Deputy

20455

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.

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FEE \$12.00

WM. D. MILNE, County Clerk

By Bernice A. Lush Deputy

20456

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.

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FEE \$12.00

WM. D. MILNE, County Clerk

By Bernice H. Smith Deputy

20457

20760

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
Joseph Green

Sarita Green
Sarita Green

STATE OF OREGON)
COUNTY OF KLAMATH) S.S.
CITY OF KLAMATH FALLS)

Be it remembered that on this 30 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 30 day of August, 1978.

Notary Public for Oregon
My Commission expires 1/2/12

CHITA PARK - Page 4
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 Bernard H. Hurd Deputy

NL 50511

Vol. 92 Page 20762



KNOW ALL MEN BY THESE PRESENTS, That I, Robert M. Vance

have made, constituted and appointed and by these presents do make, constitute and appoint
Valerie L. Vance

my true
and lawful attorney in fact ("my attorney"), for me and in my name, place and stead and for my use and benefit,

(1) To lease, let, grant, bargain, sell, contract to sell, convey, exchange, remise, release and dispose of any real or personal property of which I am now or hereafter may be possessed or in which I may have any right, title or interest, including rights of homestead, for any price or sum and upon such terms and conditions as to my attorney may seem proper;

(2) To take possession of, manage, maintain, operate, repair and improve any and all real or personal property now or hereafter belonging to me, to pay the expense thereof, to insure and keep the same insured and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof;

(3) To buy, sell and generally deal in and with goods, wares and merchandise of every name, nature and description and to hypothecate, pledge and encumber the same;

(4) To buy, sell, assign, transfer and deliver all or any shares of stock in my name in any corporation for any price and upon such terms as to my attorney may seem right and proper and to receive and make payment therefor;

(5) To borrow any sums of money on such terms and at such rate of interest as to my attorney may seem proper and to give security for the repayment of the same;

(6) To ask for, demand, recover, collect and receive all moneys, debts, rents, dues, accounts, legacies, bequests, interests, dividends and claims whatsoever which are now or which hereafter may become due, owing and payable or belonging to me and to have, use and take all lawful ways and means in my name for the recovery of any thereof by attachments, levies or otherwise;

(7) To prepare, execute and file any proof of debt and other instruments in any court and to take any proceedings under the Bankruptcy Act in connection with any sum of money or demand due or payable to me and in any such proceedings to vote in my name for the election of any trustee(s), and to demand, receive and accept any dividend or distribution whatsoever;

(8) To adjust, settle, compromise or submit to arbitration any account, debt, claim, demand or dispute as well as matters which are now subsisting or hereafter may arise between me or my attorney and any other person or persons;

(9) To sell, discount, endorse, negotiate and deliver any check, draft, order, bill of exchange, promissory note or other negotiable paper payable to me, and to collect, receive and apply the proceeds thereof for my use for any of the purposes aforesaid; to pay to or deposit the same or any other sum of money coming into the hands of my attorney in checking and in savings accounts in my name with any bank or banker of my attorney's selection and to draw out moneys deposited to my credit with any bank, by check or otherwise, including deposits in savings accounts, and to apply the same for any of the purposes of my business as my attorney may deem expedient; to purchase and sell certificates of deposit; to appoint any bank or trust company as escrow agent; to transfer any asset of mine into any form or sort of trust; generally to conduct any and all banking transactions on my behalf;

(10) To make, execute and deliver any and all manner of contracts with reference to minerals, oil, gas, oil and gas rights, rents and royalties, including agreements facilitating exploration for and discovery of oil, minerals and deposits;

(11) To commence and prosecute and to defend against, answer and oppose all actions, suits and proceedings touching any of the matters aforesaid or any other matters in which I am or hereafter may be interested or concerned;

(12) To vote any stock in my name as proxy;

(13) To have access to any safety deposit box which has been or may be rented in my name or in the name of myself and any other person or persons;

GENERAL POWER OF ATTORNEY

To

SPACE RESERVED
FOR
RECORDER'S USE

After recording return to (Name, Address, Zip):

Robert M. Vance
P.O. Box 643
Chiloquin, Oregon 97624

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____,
Record of _____ of said County.

Witness my hand and seal of
County affixed.

By _____, NAME TITLE
Deputy

(14) In connection with any of the powers herein granted, to sign, make, execute, acknowledge and deliver in my name any and all deeds, contracts, bills of sale, leases, promissory notes, drafts, acceptances, evidences of debt, obligations, mortgages, pledges, satisfactions, releases, acquittances, receipts, bonds, writs and any and all other instruments whatsoever, with such general or special agreements and covenants, including those of warranty, as to my attorney may seem right, proper and expedient;

(15) To employ, pay and discharge any person, including counsel and attorneys in connection with the exercise of any of the foregoing powers;

(16) To complete, amend, execute, and deliver any tax return or form of any nature whatsoever; to pay any tax due or collect any tax refund due; to make and respond to lawful inquiries from any taxing authority in connection with any power granted herein;

(17)

(18) Generally to conduct, manage and control all my business and my property, wheresoever situated, as my attorney may deem for my best interests, hereby releasing all third persons from responsibility for the acts and omissions of my attorney;

I hereby give and grant unto my attorney full power and authority freely to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue hereof.

In construing this power of attorney, it is to be understood that the undersigned may be more than one person or a corporation, and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This power shall take effect: (delete inapplicable phrase)

a) on the date next written below;

b) if given by an individual, on the date that individual shall be adjudged incompetent by a court of proper jurisdiction.

My attorney and all persons unto whom these presents shall come may assume that this power of attorney has not been revoked until given actual notice either of such revocation or of my death.

IN WITNESS WHEREOF, I have signed this instrument, or if a corporation, caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors, on this 8th day of September, 1992

Robert M. Vance

STATE OF OREGON, County of KLAMATH ss.

This instrument was acknowledged before me on September 8, 1992, by Robert M. Vance

This instrument was acknowledged before me on _____, 19____,

by _____

as _____

of _____



OFFICIAL SEAL
PEGGY IDONAS
NOTARY PUBLIC-OREGON
COMMISSION NO. 003372
MY COMMISSION EXPIRES DEC. 16, 1994

Peggy Idonas

Notary Public for Oregon

My commission expires 12/16/94

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Robert Vance the 11th day of Sept. A.D., 19 92 at 11:04 o'clock A M., and duly recorded in Vol. M92 of Power of Attorney on Page 20762

FEE \$10.00

Evelyn Biehn, County Clerk

By P. Biehn