

Declaration of Conditions and Restrictions for Chia Park

Chia Park, 1st Addition
Common Name: Pelican Bluff
GOECO INC.

Owners: Paul Goebel and Phyllis Goebel

We, the undersigned, being the registered owners and parties of interest in Chia Park, 1st Addition as described in the official plat thereof, located in Klamath County, State of Oregon, do hereby make the following declaration of conditions and restrictions covering the above described property, specifying that the declaration shall constitute covenants to run with the land, and shall be binding on all persons claiming them and that these conditions and restrictions be for the benefit of and the limitations upon all future owners of said property. These restrictions shall apply only to single family dwellings.

Chia Park offers a neighborhood setting with most lots offering views of the lake and mountains. The purpose of these covenant's, conditions and restrictions is to encourage and insure this goal. The following covenant's are to run with the land and shall be binding on all parties and all persons claiming them for a period of 25 years from the date these covenant's are recorded, after which these covenant's will automatically be extended 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenant's in whole or part. Any deviations from the conditions in this declaration will be allowed by a majority vote of the committee or owners.

Invalidation of any of these covenant's shall in no way affect any of the other provisions, which shall remain in full force and effect.

The following conditions and restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages, by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors, or assigns, failure to enforce any such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Should suit or action be instituted to enforce any of the following restrictions or covenants after written demand for the discontinuation of the violation thereof, and any failure to do so, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation, shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as an attorney fee in such suit or action.

(1) Approval of Plans

No dwelling or other structure or fence shall be erected, altered, or remodeled on any of described herein until the plans, specifications, and exterior colors with plot plan showing location

on the lot have been submitted and approved by Goeco, Inc. and a written permit has been issued therefore. Goeco, Inc. shall act upon such applications within ten days after submission. Goeco may at any time designate a company or 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.

(2) Land Use & Building Site

No lot shall be used for other than single-family residential purposes. No building shall exceed 28 feet in height and a private attached garage for no less than two cars shall be built. Lots 20, 21, 22, and 23 shall always be restricted to one story so as not to block others views. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structure is in conformity with the applicable municipal regulations, and is compatible with the design and decoration of the residence constructed. The provisions of this section shall not be deemed to prohibit the use of any single family residence as a sales office or a model home for purposes of sales in Chia Park. Mobile or manufactured homes of any kind shall not be permitted in Chia Park, 1st Addition, Pelican Bluff. No single lot shall be subdivided into as many as two building sites and no building site may be less than 7000 square feet. Notwithstanding the foregoing sentence, a single lot together with a continuous portion or portion of one or more lots in the same block may be used for one building site, so long as the building site does not contain less than 7000 square feet.

(3) Dwelling Size

The ground floor area of a one story dwelling, exclusive of the garage, porches, or carports shall not be less than 1150 square feet. In no event can the ground floor be less than 1150 square feet.

(4) Building Setbacks

No structure shall be located on any interior lot nearer than twenty feet to the front lot line, nearer than twenty feet to the rear lot line, and five feet to a side lot line. The sum of the two side lot lines must be a minimum of fifteen feet. Where one or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property.

(5) Storage Areas and Parking

Neither the storage of wood nor the parking of boats, mobile or stationary trailers, motorcycles, commercial vehicles, truck campers or like equipment may be allowed on any part of any lot or public street adjacent thereto unless concealed from view of neighboring lots. Overnight parking of automobiles in the street shall be on a temporary basis only. All driveways shall be paved with asphalt, concrete, or bricks. All garbage cans shall be stored behind a fence or screening.

(6) Vacant lots and lot elevations

All vacant lots or lots with construction shall be kept in a neat and orderly condition and free of brush, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard. No substantial changes in the elevations of any lot shall be allowed.

(7) Landscaping and Fencing

No fence or wall shall be erected on any lot or property line within the front setback lines. No fence or wall shall exceed 6 feet on any other part of the property. All lots must have backyard fencing within one year of completion of construction.

All front yards shall be landscaped within one year from completion of construction with no less than 20% in grass. Fencing materials should be natural wood, natural finish, or chain link with hedges or other live green cover.

(8) Public Utilities

All public utilities connected to residences shall be underground.

(9) Television Antenna's and Satellite Dishes

No T.V. antenna's will be allowed as long as there is cable available. No satellite dishes that are visible to other owners will be allowed.

(10) Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two x two feet, and one sign of not more than five by five feet advertising the property for sale, or signs used by the builder or developer to advertise the property during construction and sales periods.

(11) Animals

No livestock, poultry, horses or other animals shall be raised, bred, or kept on any lot other than household pets.

(12) Condition of lots

Each lot shall be kept in good and clean condition and free of hazards to the adjacent property and its occupants. No lots shall be used as a dumping grounds for rubbish.

(14) Governmental Control

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

Done this 11th day of July, 1994

GOECO INC.

Paul Goebel
Paul Goebel

Phyllis Goebel
Phyllis Goebel

Return Address:

GOECO, INC.
P.O. Box 357
KLAMATH FALLS, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Paul Goebel the 12th day of July A.D. 19 94 at 5:58 o'clock A.M. and duly recorded in Vol. M94 of Deeds on Page 21456.

Evelyn Biehn County Clerk

By *Pauline Neillendore*

FEE \$20.00