

AFFIDAVIT OF CONDITIONS AND
RESTRICTIONS FOR MAJOR LAND
PARTITION 21-90 BEING A PORTION
OF PARCEL 3 OF MAJOR LAND
PARTITION NO. 14-84, SITUATE IN
GOVERNMENT LOTS 11 AND 14,
SECTION 18, TOWNSHIP 35 SOUTH,
RANGE 7 EAST OF THE WILLAMETTE
MERIDIAN, KLAMATH COUNTY, OREGON

State of Oregon, County of Klamath
Recorded 10/29/2002 11:07 a. m.
Vol M02, Pg 61914-21
Linda Smith, County Clerk
Fee \$ 56.00 # of Pgs 8

MRE 58763-PS

I, Albin B. Mikolajczyk, as Trustee of the Mikolajczyk Trust,
owner of the land hereinabove described do hereby designate the
conditions and restrictions recorded in volume M87, page 14651,
Microfilm Records of Klamath County, Oregon to go with the land
on the above referenced parcels.

Said restrictions shall apply to each and every parcel on the said
partition and shall be inseparable from the parcels.

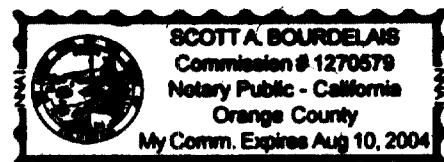
Albin B. Mikolajczyk
Albin B. Mikolajczyk, Trustee
of the Mikolajczyk Trust

State of California
County of Orange

Subscribed and sworn before me this 25th day of October,
2002 by Albin B. Mikolajczyk, Trustee of the Mikolajczyk Trust.

[Signature]
Notary Public for California

After recording return to:
Albin B. Mikolajczyk
702 Elizabeth Drive
Orange, CA 92867



61915

78132

A-87303

DECLARATION OF CONDITIONS AND RESTRICTIONS
BELLA VISTA SUBDIVISION TRACT 1235
KLAMATH FALLS, OREGON

DONALD J. LEGGET and ELIDA LEGGET, husband and wife, as grantors, hereby dedicate the conditions and restrictions designated below as covenants running with the land benefitting and burdening the following described real property situate in Klamath County, Oregon, particularly described as:

Government Lots 19, 20, 25 and 26 of Section 7 Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Also known as:

Lots 1 through 42, Block 1; Lots 1 through 4, Block 2; Lot 1, Block 3; Lots 1 through 7, Block 4; Lots 1 through 9, Block 5; and Lots 1 through 7, Block 6; all in BELLA VISTA TRACT 1235, a subdivision of Klamath County, Oregon, according to the official plat thereof.

1. Grading and Fill Restricted. Grading, fill and other earth work shall be only that required for foundations, drive-ways and walk-ways and shall be under and immediately adjacent to structures. Natural topography shall be retained except to the extent necessary for the construction of permitted improvements described below. All construction disturbance shall be corrected so as to restore the ground terrain to its original natural appearance with 90 days following occupancy of the structures built on the site.

2. Temporary Structure. No structure of a temporary nature basement, tent, shack, garage, barn, mobile home, or other out building shall be used on any lot at any time as a residence, either temporary or permanently and no old structures shall be moved or placed onto any of said lots.

3. Surface Drainage. Site surface drainage shall not be so altered, constructed, accelerated or dammed on the subject property or adjacent thereto so as to adversely affect any neighboring properties.

4. Mobile Homes. No mobile homes will be permitted to be placed on any lot within the subdivision. No modular homes will be permitted within the subdivision with a height from mudsill to crown of roof of less than twelve feet or without a permanent foundation.

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5. Set Back Lines. No dwelling or other building shall be erected with 45 feet of a front property line. Side yard set back lines (including corner lots with a side abutting a street) shall be a minimum of 20 feet from the side property line. In determining the frontage of a corner lot, the lesser dimension fronting a street shall be considered the front, provided however, that a person may align the front of a permitted residence to face the longer street, provided that minimum 45 foot set back is maintained on both the front and side abutting a street.

6. Restrictions as to Single Dwellings. No building shall be erected or altered or used on any lot whatsoever in said subdivision except as herein stated for any purpose other than:

A. One single detached dwelling occupied by the owner, his lessee or guests and for residential purposes only.

B. The following buildings incidental to and accessory to residential use and as further restricted and defined below:

1) Garage. Providing that no attached garage exists, a separate structure may be erected to house automobiles of the owner, lessee or guests, and for the use of which no charge is made which may include, subject to size and limitations contained in paragraph 7 below, living quarters or relatives of the owners for the owners, employees or servants.

2) Accessory Building. An accessory building may include storage building, private shop, pump house, well house, including secondary living quarters for relatives of the owner, employee or servants, provided however that no property shall contain more than one additional living unit thereon.

3) Greenhouse. Permitted for private use, but for commercial purposes, construction or use is prohibited.

The purpose of these restrictions is to limit the use and occupancy of any one single lot to any one single family with their necessary servants and appurtenances. In case the owner of any lot leases his premises, the premises must be leased as a whole; the leasing or sub-leasing of any part thereof is expressly forbidden.

7. Standards of Dwellings. No single family dwelling shall be less than 1200 square feet for the main structure, exclusive of porches and garages. No single family dwelling shall exceed 2 stories in height and no allowable residence, garage or accessory building shall exceed 25 feet in height from the highest point of the finished grade surrounding the building or in cases of a

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declining slope, the natural extension thereof, nor shall any building unnecessarily obstruct the view of any neighboring property.

8. Garages & Accessory Buildings. No private garage nor accessory building shall be erected with a ground floor area in excess of the size of the ground floor area of the primary dwelling and no garage nor accessory building, or combination thereof shall have a combined ground floor space more than 150 percent of the total of the ground floor of the principal dwelling. The maximum height of any allowable garage or accessory building shall not exceed the lesser of the following: 25 feet in height from the highest point of the natural grade surrounding the building; the maximum height of the residential building as measured from the top of the mudsill to crest of the roof, nor shall the highest point of the garage or accessory building be higher than the mean elevation of the crest of the roof of the principal dwelling.

9. Material and Finishes. All residences, garages, and accessory buildings must be finished with the same or complimentary exterior materials. Galvanized, sheet metal, aluminum siding, tar paper, or composition siding will not be permitted on any building or structure. All exterior rough hardware shall be galvanized or otherwise rust resistant. No metal or other reflective roof surfaces shall be permitted and tar and aggregate roof surfaces will be permitted only when the aggregate used is of sufficient size and thickness to insure full coverage of all asphaltic base coats. Asphaltic tile, or seal down roofs will be permitted but only in gray or brown tones or as approved by the architectural review committee. All roof surfaces of the residence, garage, and accessory buildings shall be the same color and material. All metal surfaces including flues, exposed flashing vents, pipes, trim, etc., shall be anodized or painted to blend with the exterior colors of the dwelling and shall be non-reflective.

10. Sewage. Individual sewage disposal systems shall be by septic tank or other permitted subsurface disposal system. Installation of and construction of sewage systems shall be pursuant to rules, regulations and permit authority of the State of Oregon, Department of Environmental Quality or any political subdivision of the State of Oregon licensed by or delegated responsibilities of enforcement.

11. Fences or Walls. No fence or wall used as a fence shall be erected or maintained on any lot or property line within the front set back areas in excess of 4 feet from the exterior grade of lot. No fence shall be constructed along the frontage of the lot or in cases of corner lots along the front and the side

abutting a street out of farm fence posts, barbed wire or rolled wire. No fence or wall used as a fence on any portion of the property shall exceed a maximum height of 6 feet at any point. All fencing abutting a street must match or be compatible with the exterior finish of the house.

12. Storage Areas. All outdoor storage areas, garbage cans, utility boxes, meters, and trash areas shall be fenced or screened with material which matches or is compatible with the exterior finish of the residence. Recreation vehicles including boats, snowmobiles, camper trailers or pickup campers shall be stored in a manner to be out of view of the general public. No damaged, disabled or other vehicle not readily in driving condition, or readily driven or trailered shall be stored on subject property, except if enclosed in a closed garage or accessory building.

13. Television Antennas. No television antennas nor satellite receiver disks shall be placed on the premises in front of any residence, garage, or accessory building. All such antenna or receiver disks shall be visually screened from the public and of such color as to blend with the residence.

14. Animals. No livestock, poultry, horses, or other animals shall be raised, bred, or kept on any lots excepting household pets. Household pets shall be limited by number and type so as to constitute no nuisance to adjoining neighbors or the general public.

15. Commercial Venture. No commercial venture shall be allowed on any of the property herein nor shall any home occupation be permitted which results in the maintenance, repair, storage, fabrication or salvage of vehicles, materials, or equipment on the premises. No signs advertising any business venture shall be permitted.

16. Drive-Way Access & Egress. Shall be subject to approval of Klamath County and shall be limited to 24 feet in width for a single drive and 18 feet in width as to a circular drive.

17. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period, or one sign of not more than 2 square feet providing the names of the residents of the property.

18. Condition of Lots. Each lot shall be maintained in good and clean condition and free of hazards to the adjacent property and to occupants thereof. No lots shall be used or maintained as

storage or dumping ground for equipment, vehicles, rubbish, trash, garbage or debris. All waste shall be kept in sanitary containers and shall be protected from animals and out of view. No clothes lines shall be permitted.

19. Landscaping. No tree measuring more than 5 inches in diameter at a point measured 3 feet above the ground shall be cut without approval of the developer, or upon creation thereof of the design review committee, except trees located in the area of one of the structures themselves.

20. Conformance with Plans, Specifications or Requirements of Klamath County Building Department. No excavation shall commence nor foundations be marked or set without the prior submission of plans and specifications, and the approval thereof by the design review committee and by any and all public authorities vested with responsibilities of design review and enforcement of land use planning laws, regulations relating to building code enforcement, regulations regarding to sanitation, fire and life safety, regulations pertaining to access onto public roads, without the prior written approval thereof. No two homes with the same floor plans may be built next to each other.

21. Painting and Exterior Colors. All structures located upon the property shall be promptly painted upon completion of construction. No structure shall be painted any pastel color. All earth tone colors will be permitted.

22. Drive-way Surfaces. All areas utilized for parking of vehicles on the subject property shall have a paved, concrete or suitable gravel surface. Areas for parking of vehicles shall be limited to not more than four 10 x 22 foot spaces.

23. Architectural Review Committee. A committee of three owner-members initially selected by grantors herein or their heirs, successors and assigns shall constitute the architectural review committee. The initial committee shall consist of the developer and one or more owner, until three owners are selected. Once constituted and three members have been appointed succeeding representatives shall be designated by majority of the members of said committee. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, the names of the members of the Architectural Review Committee shall remain on file with the Klamath County Building Department and shall be updated as membership changes. In the event of the death or

resignation of a member or members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. This provision shall not however waiver the rights of enforcement of other than design review functions. Neither the members of such committee, nor the designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

After December 31, 1995, the owners of a majority of the real property within the subject subdivision may, by a signed sealed document amended these deed covenants and restrictions which amendments shall remain in force and effect thereafter until by the terms they shall expire or should otherwise be amended by subsequent act.

24. Self-Help. The breach of any provisions of these restrictions shall give any person so injured thereby provided he is an owner or contract purchaser of land within the subdivision and benefitted or burdened by the terms and conditions of these covenants, the right to compel performance of the covenants and restrictions, and to abate or remove at any expense of the owner or owners of the offending property, any structures in violation. For each said purpose the person so injured shall have the right to enter upon the offending premises and to abate and remove at the expense of such offending owner or owners any nuisance, thing or condition which may be thereupon contrary to the true intended meaning of these restrictions or any of them provided that such can be done without breach of the piece and the person so entering shall not thereby be deemed guilty in any matter of trespass.

25. Covenant Running with the Land. The terms, conditions, covenants, and restrictions contained herein shall run with the land and be binding upon grantors, grantees, their heirs, successors and assigns. All persons to this agreement either benefitted or burdened thereby shall have power and standing to enforce any terms and conditions of the covenants herein through use of such legal and equitable remedies as may exist. In addition thereto prevailing parties shall be entitled to his or her reasonable attorney's fees, costs and disbursements incurred in prosecuting such action, including attorney's fees and costs on appeal.

DECLARATION OF CONDITIONS & RESTRICTIONS

61921 14657

IN WITNESS WHEREOF the parties have hereunto set their hand
this 5th day of August, 1987.

Donald J. Legget
DONALD J. LEGGET

Elida Legget
ELIDA LEGGET

STATE OF OREGON)
 : ss.
County of Klamath)

Personally appeared before me the above named DONALD J.
LEGGET and ELIDA LEGGET, husband and wife, and acknowledged the
foregoing to be their voluntary act and deed.



Deena R. Swafford
NOTARY PUBLIC FOR OREGON
My commission expires: 8/20/90

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Aspen Title Company
on this 14th day of August A.D., 19 87
at 12:39 o'clock P M. and duly recorded
in Vol. M87 of Deeds Page 14651.
Evelyn Biehn, County Clerk
By Pam Smith

Fee, \$29.00

Deputy.

*When recorded returns to:
Aspell & Della - Rose
122 South Fifth St.
Klamath Falls, OR 97601*

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