

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
TRACT 1407-HOMEDALE TERRACE SUBDIVISION

THIS DECLARATION, adopted the 9th day of March, 2006, by F.B. OWEN, INC., an Oregon corporation (herein referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant owns in fee simple, that real property in the County of Klamath, State of Oregon, described on Exhibit "A" (hereinafter the "Property") which is attached hereto and by the reference incorporated herein.

WHEREAS, Declarant desires to subject the Property to certain protective Covenants, Conditions, Restrictions, liens and charges as set forth in this Declaration.

WHEREAS, Declarant desires to create on the said property a residential community with common facilities for the benefit of the community under its approved Final Plat, for maintenance of said Common Area and facilities, and to this end, desires to subject the Property as herein above described to the Covenants, Conditions, Restrictions, easements, charges, and liens hereinafter set forth, it being intended that the Covenants, Conditions, and Restrictions ("CC&Rs") shall run with said property and shall be binding on all persons and entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each of them.

AND WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an independent nonprofit corporation which shall delegate and assign the powers of maintaining and administering the Common Area and Facilities, and administering and enforcing the Covenants, Conditions and Restrictions and collecting and disbursing the assessments and charges hereinafter created. Said corporation shall be known as the HOMEDALE TERRACE HOMEOWNERS ASSOCIATION, INC. (The "Association").

NOW, THEREFORE, Declarant, hereby declares that all of the real property described in Exhibit "A" is and shall be held, sold, conveyed, and occupied subject to the provisions of the Oregon Planned Community Act, ORS 94.550 *et seq.* and to the Covenants, Conditions, Restrictions, easements, charges, and liens hereinafter set forth in this Declaration. This Declaration shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the above Homedale Terrace Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.
- (b) "Project" shall mean and refer to the above described Property and the Common Area, all as set forth on Exhibit "A".
- (c) "Common Area and Facilities" shall mean all property (including the improvements thereto) for the common use and enjoyment of the Members of the Association.
- (d) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including Declarant and including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- (e) "Lot" shall mean and refer to any plot of land shown upon any recorded map of the Project with the exception of the Common Area.
- (f) "Dwelling Unit" or "Unit" shall mean and refer to the residential Manufactured Home situated on each Lot within the Project designed for residential purposes and intended for use and occupancy as a residence by a single family.
- (g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, herein.
- (h) "Common Expenses" shall mean the expenses for the administration, maintenance, repair or replacement of the Common Area and Facilities, together with such other expenses agreed upon as common by the Association of Owners in the manner provided in the Bylaws.
- (i) "Manager" means the person or firm hired by the Board of the Association to be in charge of the administration of and to manage the property, if any.

(j) "Board" shall mean and refer to the Board of Directors of the Homedale Terrace Homeowners Association, Inc. as established under the Bylaws of the Association.

(k) "Mortgage" shall mean and refer to a mortgage or a deed of trust of record encumbering a Lot.

(l) "Mortgagee" shall include the beneficiary under a deed of trust and the vendor under a recorded land sale contract or recorded memorandum of land sale contract.

(m) "Articles" shall mean the Articles of Incorporation for the nonprofit corporation, Homedale Terrace Homeowners Association, Inc., as filed with the Oregon Secretary of State Corporation Division.

(n) "Bylaws" shall mean and refer to the Bylaws of the Association which must be recorded in the Klamath County Official Records.

(o) "Declaration" shall mean the Covenants, Restrictions and all of the provisions set forth in this Declaration for Tract 1407-Homedale Terrace Subdivision.

(p) "Declarant" shall refer to F.B. Owen, Inc., an Oregon corporation, its successor or any successor or assign of all the remainder of its interest in development of the Property.

(q) "Rules and Regulations" shall mean and refer to the documents containing rules, regulations, and policies adopted by the Board of the Association.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property subject to this Declaration is set forth on Exhibit "A" appended hereto. Each Lot Owner shall have a deeded fee simple interest in a Lot, together with Membership in the Association. All Members shall have the right to utilize the Common Area and Facilities which shall consist of Common Area "A" a storm detention pond, and Common Area "B" the streets known as Edith Way and Verdick Drive, sidewalks, mailbox area near the entrance, storm water system, drainage facilities, household water delivery system including the meters on each lot, the responsibility to maintain the grass area owned by the County and the masonry and wood fence in front of the Project, and the responsibility to maintain the masonry and wood fence and signs on Lots 1, 2, 3, 22, 23, and Common Areas "A" and "B".

(a) The name of the project in the approved Final Plat of record is Tract 1407-Homedale Terrace Subdivision (hereinafter "Project"). The Project is a Class One planned

community under ORS 94.550(3). A copy of the Final Plat is attached hereto as Exhibit "B" and by this reference incorporated herein. The Project complies with the conditions required by ORS 92.835 and ORS 92.845(1)(b) and (c).

- (b) The Project is located within Klamath County, Oregon.
- (c) The total number of Lots and Units in the Project is thirty-six (36) Lots.
- (d) Special Declarant's rights and duties are set forth hereinafter in Article IV.
- (e) The provisions for allocating Membership votes to each Lot is set forth in Article III.
- (f) The method of determining liability for each Lot for Common Expenses and right to allocate all such expenses exactly equally to each Lot as more fully set forth in Article V.
- (g) The use of all Lots and Units shall be for single family residence. All Dwelling Units must be Manufactured Homes.
- (h) Restrictions on use, maintenance and occupancy are set forth in Articles IV and VI.
- (i) Amendments to these Articles require an affirmative vote of not less than seventy-five percent (75%) of the total votes of all Members subject to special Declarant rights as provided in Article VII, except as otherwise provided hereinafter.
- (j) Turn-over provisions and the delivery of the Common Area deed provisions are set forth in Article VII.
- (k) Provisions restricting rights with respect to Common Area are set forth in Articles IV, VII and VIII.
- (l) Restrictions on the alienation and restrictive covenants are set forth in Article IV.

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ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Members are:

(a) Members. Each owner of a Lot in the Project shall be a Member subject to the Bylaws. Each Member shall be entitled to one vote per Lot owned by such Member (excepting Declarant); provided if there is more than one Member or an entity, such Members or entity shall nevertheless have one vote per Lot and shall designate in writing a natural person who shall exercise the voting right for such Lot.

The rights and privileges of a Membership shall terminate when the holder of any such Membership shall cease to qualify as an Owner.

Section 2. Voting Rights. The Association shall have two classes of voting Membership:

(a) Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. Class B Members shall be the Declarant. The Class B Member shall be entitled to fifteen votes for each Lot in which it holds the interest required for Membership by Section 1, provided that the Class B Membership shall cease and become converted to Class A Membership at the Declarant's turn-over meeting to the Association as set forth under ORS 94.609.

From and after Declarant's turn-over meeting, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for Membership under Section 1.

Section 3. Proxies. Written proxies designating a natural person to exercise the vote applicable to any Lot shall be accepted. All written proxies shall be signed by all Owners of the applicable Lot and shall designate a natural person to cast the vote. All written proxies shall be effective for a period of not more than one (1) calendar year from the date of execution and thereafter shall be void. A written proxy shall not be revoked except by actual notice of revocation delivered to the person presiding over a meeting of the

Association, which said revocation must be in writing, signed by all Owners, or presented orally by such Owner at the meeting.

Section 4. Annual Meetings.

(a) Unless otherwise determined, a meeting of the Members and Association of this corporation shall be held on the second Saturday of January of each year at 1:00 o'clock p.m. Such meeting shall be held at the principal office of the Association, unless a different date, time and date shall be designated in the call. Such meeting shall be held for the purpose of electing Directors for the next ensuing year and for consideration of the annual budget, and for the transaction of such other business as may come before the meeting.

(b) Written notice of the annual meeting of the Members shall be mailed by the Secretary not less than ten (10) days nor more than fifty (50) days prior to the date of such meeting, to each Member, and such notice shall be deemed sufficient within the meaning of these Bylaws if the same is deposited at the United States Post Office, addressed to each Member of record at their last known place of residence, at least ten (10) days prior to the date of such meeting.

(c) In the event that the annual meeting of the Members shall not be held as prescribed herein, the election which might have taken place at such meeting and all other business, may be transacted at the adjournment thereof, or at any special meeting of the Members.

(d) Notice shall be deemed sufficient if the same is given to all Owners of record on the Association books as of and at the time of giving of the notice of any meeting, whether of the annual or any special meeting.

Section 5. Special Meetings. Special meetings of the Members may be called by the President or the Secretary or any other officer by giving the same notice as is required for the annual meeting. Members holding at least twenty percent (20%) of the total outstanding votes of the Association shall also have the right to call a special meeting by application to the President, who shall forthwith order a meeting called.

Section 6. Quorum. At any meeting of the Members those present at the meeting shall constitute a quorum for the transaction of business.

Section 7. Cumulative Voting. Subject to the Declarant's rights contained in the Declaration and these Bylaws, there shall be cumulative voting in the election of all Directors by the Members.

Section 8. Voting Lists. The officer in charge of the Membership Register of the Association shall make, at least ten (10) days before each meeting of the Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. Such list shall be arranged in alphabetical order, with the address of each Owner; which list, for a period of ten (10) days prior to each meeting, shall be kept on file at the office of the Association. That list shall be subject to inspection by any Member or any Mortgagee of any interest in any Lot, at any time during usual business hours. Such list shall also be produced and kept open at all meetings of the Board and of the Association. That list shall be prima fascia evidence as to who are the Members entitled to examine such list and to vote.

**ARTICLE IV.
PROPERTY RIGHTS IN COMMON AREA AND FACILITIES AND
RIGHTS OF USE AND ENJOYMENT
WITHIN THE PROJECT THAT IS NOT DESCRIBED AS A COMMON AREA**

Section 1. Definition. The term Common Area and Facilities which shall consist of Common Area "A" a storm detention pond, and Common Area "B" streets known as Edith Way and Verdick Drive, sidewalks, mailbox area near the entrance, storm water system, drainage facilities, household water delivery system including the meters on each lot, the responsibility to maintain the grass area owned by the County and the masonry and wood fence located in front of the Project, and the responsibility to maintain the masonry and wood fence and signs on Lots 1, 2, 3, 22, 23, and Common Areas "A" and "B".

Section 2. Appurtenant to each Unit and Lot shall be a non-exclusive right and easement of enjoyment to the Common Area and services described above to be shared in common with others in and to the Project, which right and easement shall pass with the title to such Unit or Lot. Such rights shall be subject, however, at all times to the following provisions and limitations:

(a) The right of the Board to promulgate reasonable rules and regulations governing such rights of use and easements, from time to time, in the interest of securing maximum safe usage of the Common Area and services described herein by those entitled to make use thereof without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of including, without limitation thereto, rules restricting persons under or over designated ages from using certain portions of the Common Area, during certain times, and reasonable regulations and restrictions respecting parking and speed.

(b) Notwithstanding anything herein to the contrary, all of the Common Area described herein shall be subject to the easements defined or referred to in Article VIII herein. No Lot Owner or Owners shall have the right to alienate, transfer or partition any part or all of the appurtenances or any part or all of such Lot or Lot Owner's interests in any

part or all of the Common Area above mentioned. Partitioning of any Lot or any addition to any Lot is prohibited.

Section 4. Members' Easements of Enjoyment. Subject to the provisions herein, and subject to the control of the Board, every Member shall have a right and easement of reasonable enjoyment in and to the Common Area referred to herein, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 5. Title to Common Area. That Declarant shall transfer the legal title to the Common Area simultaneously with the recordation of the final plat of Tract 1407 – Homedale Terrace Subdivision.

Section 6. Delegation of Use. Any Member may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Area to the Members of their family or contract purchasers who reside on the Property.

Section 7. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Board and of the Declarant, in accordance with its Articles of Incorporation and Bylaws of the Association, to borrow money for the purpose of improving the Common Area and services and in aid thereof to encumber said property.

(b) The Board and Declarant's right to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.

(c) The right of the Board or Declarant to dedicate or transfer, at any time or upon dissolution, all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. Any such dedication or transfer must be consistent with the provisions of the then existing zoning ordinances of Klamath County, Oregon, and must be approved by the Public Agency, Authority or Utility.

(d) The right of the Board or Declarant to grant any public utility, with or without payment of damages to the Association, easements for the construction, reconstruction, installation, repair and/or necessary maintenance of utility lines through or over any portion

of the Common Area. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvement situated upon the Common Area, or other structures or installations situated thereon which would otherwise be deemed to be part of the property owned by the Association, without the payment of damages, including severance or resulting damages, if any, to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this State.

(e) The right and obligation of the Board or Declarant to conduct the maintenance, repair, replacement, and improvement of the Common Area and Facilities, including but not limited to landscaping, paving, sidewalks, street lights, repaving, replacement and repair of pipes, fences, drainage facilities, and ditches, and other associated costs for maintenance of the Common Area and Facilities.

(f) The right of the Board to obtain and maintain reasonable fire and liability insurance on all Common Area property, and to use all such insurance proceeds from the loss of any of the Common Area property solely for the repair, replacement or reconstruction of such property.

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Assessments of Common Expenses.

(a) The Lot Owner shall be assessed, is liable for and shall pay a proportionate share of the Common Expenses of the Project that the Owner's number of Lots bears to the total number of Lots in the Project. In addition each Lot Owner will be responsible for his or her cost of monthly water usage as described below. The Common Expenses are those set forth in Article I of the Bylaws; and as set forth herein, (including real property taxes and maintenance of the Project's water system).

(b) The costs of maintaining the Common Area and the water system (and/or any unpaid property taxes, fees, penalties, insurance or any other charge owing by an Owner of a Lot that is not timely paid by them) shall be assessed and charged to said Lot Owner separately and in accordance with such individual costs, and shall be a lien upon said Lot as set forth in the Declarations.

Section 2. Operating Funds. The Association shall establish and maintain an operating fund (bank account) into which shall be deposited all monies paid to the Association as regular, special and emergency assessments, and miscellaneous fees, and from

which fund the Association shall make disbursements in the performance of its rights and duties provided for in this Declaration, and as set forth below.

(a) All expenditures of the Association for its performance of its rights and duties under this Declaration shall be paid from the operating accounts, and said costs shall be shared among the Owners as provided for the payment of assessments in this Article V.

(b) Such assessments shall be fixed, established, assessed and collected from time to time as provided in this Declaration or in the Bylaws, or by resolution of the Board of the Association. Except as provided in Section 4 below, such assessments with respect to any particular Unit and Lot shall commence to be due upon conveyance of a Lot to an Owner from the Declarant, its successors and assigns. Upon commencement of assessment, the regular and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made.

(c) Such assessments, whether deemed to be regular or special, shall be used for the purposes of maintenance, repair, replacement, and improvement of the Common Area and Facilities, and services, including but not limited to the maintenance, repair, and replacement and improvements set forth in Article IV Section 7(e) above including utility obligations for the landscaping and lighting, which may include power bills, and/or other utility bills.

(d) The Declarant shall pay the expenses for the maintenance, repair or replacement of the items as expressed in Section 2, above, hereinafter "Common Expenses" of the Project, until such time as individual Units are sold and recorded. At that time the individual Unit Owners will begin to be assessed for their share of the Common Expenses.

(e) The household water delivery system shall be operated by the Association in accordance with all laws applicable to the operation of such water delivery systems. All water delivery costs used by the owner(s) of each lot shall be billed to such owner(s) on a monthly basis and the Association shall pay the water cost for the whole Project to the City of Klamath Falls on a monthly basis. The Association shall take the necessary steps to have each lot's water meter read on a monthly basis.

(f) Upon commencement of assessments, each such assessment together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 3. Creation of the Lien and Personal Obligation of Assessments. The assessments levied by the Association shall be for the purpose of making provisions for the

payment of all expenses related to the Common Area and the Common Expenses and water usage. Such assessments shall be used exclusively for such purposes including the health, safety, and welfare and visual pleasure of the residents in the Project.

(a) In addition to the foregoing assessments, an amount shall also be assessed for the procurement and maintenance of a general liability policy insuring the Association, its Members, and Directors, against liability arising out of any accident, occurrence, or event upon or within the Common Area. This policy shall be deemed a blanket or excess liability policy.

(b) Further, the assessments shall also provide for the payment of all real or personal property taxes as pertains to the Common Area.

(c) In addition to the foregoing, assessments may be levied by the Association against the Members for the purpose of improving or maintaining any other aspect of the Project as so determined by the Board, and as otherwise approved by the Members, in accordance with the Bylaws.

Section 4. Maximum Annual Assessment. Upon the sale of each Lot the Buyer shall become responsible for the annual regular assessment, any special assessment, and for the assessment for water usage for each Lot purchased. Unless otherwise changed by the Association the assessment and water usage fee for each Lot shall be a monthly assessment to be paid by all Members, as determined by the Association as set forth below:

(a) After the annual assessment is determined by the Board, the annual assessment may be increased each year by not more than twenty-five percent (25%) above the assessment for the previous year without a vote of Membership.

(b) From and after January 1 of each year the annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may apportion the annual assessment after consideration of the current maintenance costs and further needs of the Association.

(d) In any event the monthly assessment for each lot's water usage will be billed by the Association and paid by each Lot owner.

(e) At all times the Lot owners will only be responsible for their pro rata share of the assessments and their actual usage of water, and the Declarant shall be responsible for maintaining all common areas if the amount paid by Lot owners is insufficient for that

purposes. Upon the turn-over meeting the Association will take over the duty of maintaining the Common Area as set forth in this Declaration and the Declarant will be responsible for Declarant's pro rata share of the assessment as determined by the number of Lots which Declarant owns at that time.

Section 5. Reserve Account. The Board will maintain a reserve account pursuant to the provisions of ORS 94.595, and shall conduct a reserve study or review and update such study as required by such statute.

Section 6. Special Assessments. In addition to the annual regular assessments as authorized by Section 4 hereof, the Board may levy any special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of any matter involving the Common Area or water delivery system, for payment of any repairs, replacement, and maintenance of the Common Area or water delivery system, provided that any such assessment shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the meeting called, a quorum will be present consisting of all Members who are present in person or by proxy.

(a) The Board shall annually adopt a budget for the Project and within thirty (30) days shall deliver to each Owner a summary of that budget. If the Board is petitioned by Owners representing twenty percent (20%) of the Members, the Board shall call a meeting of the Members to consider rejection or modification of the budget. Said meeting shall be not less than fourteen (14), nor more than thirty (30) days after the aforesaid summary is provided to the Members.

(b) At the meeting designated above in Section 6(a), the Association through a majority vote of the Members may reject or amend the aforesaid budget or adopt a new budget.

(c) The Board may call a special meeting of the Association for the purpose of adopting or approving any special assessment. The notice of call shall be given not less than twenty (20) nor more than fifty (50) days in advance of the meeting and shall be accompanied by a summary of the amount and the reasons for any special assessment. At any such meeting a majority vote of the Members may reject, amend or adopt a new special assessment and/or budget.

(d) A budget passed by the Board that is not rejected or amended under this Section shall be deemed as accepted by the Association.

Section 8. Uniform Rate of Assessment. Except as otherwise provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots, provided however water usage will be billed to each Lot owner on a monthly basis based on usage.

Section 9. Date of Commencement of Assessments: Due Dates.

(a) The regular annual assessment year shall be on a calendar year basis, payable from January 1, and shall commence as provided in Sections 3 and 4 hereof. Special assessments shall commence, and be due and payable, as fixed by the Board.

(b) Accordingly, the first regular annual assessment shall be imposed for the balance of the then calendar year from the date of commencement. The amount of the regular annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

(c) All assessments and water usage assessments, excepting for special assessments, shall be due and payable monthly on the date or dates as may be fixed by the Board.

(d) The due day of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 10. Duties of the Board of Directors.

(a) The Board shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept by the Board and shall be open to inspection by any Owner.

(b) Written notice of the regular assessment accompanied by a summary thereof shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Board shall, upon demand, and for a reasonable charge, furnish a certificate signed by

an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 11. Effect of Nonpayment of Assessment or Fines: Remedies of the Association.

(a) If the assessments or Rules and Regulation violation fines are not paid on the date when due (being the dates specified in Section 8 hereof) or as determined by the Board, then such assessments or bills (including water usage assessments) or fines shall become delinquent and shall, together with such penalty and interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, their heirs, devisees, personal representatives and assigns. Such assessments or fines shall also be personal obligations of Owner.

(b) If the assessments or fines are not paid within thirty (30) days after the delinquency date, a late charge in the amount of ten percent (10%) of the assessments or fines due will be levied and the assessments or fines shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Board may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessments or fines, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments or fines as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

(c) In addition to the aforesaid rights, the Association shall have all rights as set forth allowed or provided by statute.

(d) In addition, the voting rights of the Owners shall be suspended during any period where any assessments or fines remain unpaid.

Section 12. Subordination of the Lien to Mortgages. Any lien created or claimed under the provisions of Oregon law or of this Declaration is expressly made subject and subordinate to the rights of any First Mortgage that encumbers any Lot or other portion of the Project, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such First Mortgage, unless the First Mortgagee expressly subordinates his interest, in writing, to such lien.

Section 13. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, fines, charges, and lien created herein:

(a) All properties dedicated to and accepted by a local public authority.

(b) All Common Area real property defined in Article I of the Bylaws and set forth on Exhibit "A".

ARTICLE VI. COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs)

In order to conserve the natural beauty of the Project, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area identified on Exhibit "A", shall be subject to the protective Covenants, Conditions and Restrictions (CC&Rs) set forth below.

Section 1. Land Use and Building Type. The general plan for location of Lots and areas for public or Common use shall be as specified in the recorded plats respecting the Project. Only residential type new modular homes, and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing by the Board. All Lots must be constructed with a two-car garage. Regulations, restrictions and conditions legally imposed by the County of Klamath and its agencies and applicable to the Project shall at all times be respected and observed.

Section 2. Minimum Home Size. No single family home will be erected which contains less than 1,000 square feet. All homes shall be one (1) story except a two (2) story home will be allowed on the following Lots: 1 through 16, 23, and 29 through 33.

Section 3. Minimum Eave Overhang. That each home constructed on a Lot must have a minimum of a one foot eave overhang except the homes on Lots 3, 5, 9, 10, and 11 which predate the Project.

Section 4. Minimum Driveway Length. That each Lot shall have constructed a minimum driveway length of twenty (20) feet from the back of the sidewalk.

Section 5. Landscaping. All front yards in the Project will be landscaped including one deciduous or one evergreen tree, in-ground automatic sprinklers, and lighting. The lighting for the front yard shall be a pedestal constructed of masonry split blocks and the lighting fixture will be constructed of glass blocks and all electrical is to be underground. The light shall be located four (4) feet from the back side of sidewalk and four (4) feet in from the side of the driveway towards the front yard. Six (6) foot high fencing shall be installed to completely fence the back yard. Shared fences will be allowed. No fencing shall be allowed in front yards. At all times the Lot Owner must reasonably maintain each Lot's landscaping, lighting, and fencing. Each Lot's landscaping, lighting, and fencing must be

maintained in a reasonable manner. The Association shall have the power to levy a fine of up to \$200.00 per month for any Lot that does not reasonably maintain its landscaping, lighting, and fencing.

Each Lot and Dwelling Unit to be constructed on the Lot, shall be such that each Lot and Dwelling will be completed as a turn-key Unit, including front yard landscaping and back yard fencing.

Section 6. Conversion of Garages To Living Space Prohibited. As provided in Section 1 of this Article VI, enclosed garages for not less than two (2) automobiles are required. No conversion, modification, alteration or change shall be made to buildings on any Lot which would reduce this minimum enclosed garage requirement or the original design of the Dwelling structure.

Section 7. Alterations, Additions and Temporary Structures. No exterior alteration or addition, however slight, shall be made to any Unit or premises without prior written approval as provided in Section 25 of this Article VI. Without limitation on the generality of the foregoing, the term "exterior alteration" includes a change of color of paint on the exterior of any Unit. No use structure of a temporary character (except a possible sales office operated by Declarant or its successor or agent) shall be erected or maintained on any Lot or building site other than during the period required for building, construction or emergency nor shall any such structure or basement, garage or trailer be used at any time for living quarters.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. The foregoing Covenants, Conditions and Restrictions shall not apply to or prohibit the erection or maintenance of a sales office or other buildings utilized during construction by the Declarant on the plats or parcels herein above described, and shall not apply to or affect any signs used by the Declarant, its approved lenders or Realtors, or by any firms, persons or corporations holding a Mortgage or Mortgages, or by any persons, firms, corporations and agents who may, will and do insure and guarantee said Mortgage or Mortgages, as to the plats or parcels herein above described as may be reasonable and appropriate.

Section 8. Parking and Storage of Vehicles and Other. Personal vehicles are automobiles, sports utility vehicles, small vans, and/or pickup trucks (without camper units) owned and/or used exclusively by a Member and/or an authorized resident of a household. A total of up to two Personal vehicles may be parked in a Unit's driveway or said vehicles may be parked street side. Except for said Personal vehicles, no resident of the Project shall park, store, or allow any other vehicle, truck, camper, camper unit, boat, golf cart, trailer,

motorcycle or any other such vehicle, recreational device, or equipment, or that of guests or visitors, to be parked or stored permanently or temporarily in any driveway, or on any street or on-street guest parking space within the Project, outside of a totally enclosed garage, for a period exceeding forty-eight (48) hours in any calendar week period.

Nor shall any of the above described vehicles, etc., incapable of movement in the manner for which it was designed, be allowed to park, be stored, repaired, over-hauled or worked on outside of a totally enclosed garage for a period exceeding four (4) hours in any single twenty-four (24) hour period.

Section 9. Trade or Business. Except as may otherwise be authorized herein, or by the Bylaws, or the Rules and Regulations, no trade or business pursuit of any kind shall be advertised from or transacted on any part of the premises.

Section 10. Day Care Centers and Foster Homes. Under no circumstances shall any residence on any Lot in the Project be utilized as a Day Care facility or Foster Home of any kind.

Section 11. Other Signs. Except as otherwise provided, no other signs of any kind or character shall be exhibited, displayed or placed upon any portion of the above-described premises, except that the Owner of any Lot may place a sign not larger than eighteen inches by twenty-four inches thereon, bearing the words "For Sale" together with the name and address of the person to whom inquiries regarding the sale of such property are to be addressed. Provided however, that the Declarant and its Realtors shall have the right to maintain such signs on the Property as may be necessary to permit the marketing, sale, and/or financing of the homes to be built upon the Project.

Section 12. Easements. Easements for installation and maintenance of all utilities servicing the Project, and/or for drainage facilities, are reserved to the utility companies and to the Homedale Terrace Homeowners Association, Inc., pursuant to easements shown on the Final Plat of Tract 1407-Homedale Terrace Subdivision.

Section 13. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood, that is unsightly, or that is outside the intended use and design of the Lot, Unit, or fenced areas, if any, in the Project.

Section 14. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be allowed, bred, or kept at the Project by a resident, guest, or visitor, except that an Owner or resident may keep up to two (2) dogs and two (2) cats, or other small common-domestic household pet within the Unit. Dogs, cats, or any other household pet must be kept

quiet, restrained at all times, and at no time shall a pet be allowed to run loose within the Project property or the adjoining neighborhoods. No breeding of animals shall be done or allowed at the Project. Pets that are being walked must be on a leash and the Owner or resident (and/or their guests or visitors) walking the pet must immediately pick up behind the pet, or the Unit Owner and resident may be subject to a fine imposed by the Association.

Section 15. Garbage and Refuse Disposal and Pickup. No Lot or any portion of the Property shall be used or maintained as a dumping ground for rubbish, and no trash or garbage cans shall be left outside a premise except as herein provided: Trash, garbage or other waste shall not be permitted on a Lot or property, except within the enclosed garage area. Owners shall maintain no more than three (3) such containers, which shall be kept in a clean and sanitary condition and stored within the confines of their garage. On the pre-arranged trash collection days, trash containers shall be placed outside the home at the edge of Owner's driveway and near the sidewalk, and put back into the garage by the Owner or Unit resident as soon as reasonably possible after pickup. Members pay for costs of their trash collection.

Section 16. Mailboxes. The United States Postal Service requires that all mail delivery be accomplished in individual, locked mailboxes in a cluster near the entry and not directly at each home. Such locked mailboxes will be furnished, at no cost to the homeowner, by the Postal Service or Declarant or the Association, and will be grouped together in the centralized location. Accordingly, individual free-standing mailboxes at each Lot in the Project will not be permitted.

Section 17. Newspaper Delivery. No newspaper container shall be post mounted or otherwise located on Lots or Common Areas within the Project.

Section 18. Antennas. Exterior television antennas are prohibited in the Project, unless contained within an appropriate interior area of the home, without the advance written approval of the Board. Small satellite dish receivers in the rear yard are allowed.

Section 19. Pools, Hot Tubs, and Whirlpools. No hot tubs, whirlpools, or other type or kind of pools shall be allowed in the front yard of any Lot.

Section 20. Clotheslines and Drying of Clothes. No clotheslines, clothing, laundry or wash shall be aired or dried on any portion of the Units or Lots that would be visible from the neighboring Lots, Common Areas, pathways, or adjoining neighborhoods.

Section 21. Rental of Dwelling Units. An Owner of a dwelling unit in the Project shall be entitled to rent the dwelling Unit. All tenants must comply with these Declarations and the Bylaws and Rules and Regulations of the Association.

Section 22. Exterior, Alteration or Additions. No exterior alteration or addition shall be made or performed (whether joined to or detached from any Lot in the Project) without prior written approval of the Board.

Section 23. Owner/Resident Compliance. Each Lot Owner, including their guests, or invitees shall comply with the Bylaws and with the administrative Rules and Regulations adopted pursuant thereto, and with the Covenants, Conditions and Restrictions in this Declaration and in the deed to their Lot. Failure to comply therewith shall be grounds for an action maintainable by the Association or by an aggrieved Owner, in addition to other sanctions which may be provided by the Bylaws or by the administrative Rules and Regulations.

Section 24. Sidewalks, Driveways and Street Parking. All streets and sidewalks are for the use of the Owners, Members, and their visitors, on an equal basis, subject to reasonable Rules and Regulations promulgated from time to time in writing by the Association.

It shall be the responsibility of each Member to allow and to promote maximum use of pedestrian and vehicular ingress and egress over sidewalks, streets and driveways, by not causing or allowing unauthorized street parking, or parking in front of driveways or on driveways in front of garages, and/or causing or allowing any obstruction to or barrier on, across, or adjacent to sidewalks which would interfere with any access to the Common Area, or to a Owner access to their Unit, or to their driveway and garage.

Section 25. Grant of Waivers or Consents. Jurisdiction and authority to grant or extend exceptions, variances, waivers, approvals, or consents contemplated by the foregoing Sections 1 through 24, inclusive, shall be exclusively in the Declarant or its successor as developer, during such period as Declarant, or its successor as developer, shall own any real property in the Project. Thereafter, such jurisdiction and authority shall be exclusively in the Board. Any reference to the Association or the Board, shall be deemed to be the Board of Directors of the Homedale Terrace Homeowners Association, Inc.

ARTICLE VII. DECLARANT RIGHTS AND DUTIES

Section 1. Construction Duties. Declarant shall complete the construction of the Common Area as described herein and as set forth in Exhibit "A".

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Section 2. Conveyance of Common Area.

(a) At the time that the final plat for Tract 1407 – Homedale Terrace Subdivision is recorded the Declarant will convey the Common Area to the Association. Upon such conveyance and in accordance therewith Declarant may require the Association to accept each conveyance and thereupon the Association will be vested with authority to govern the Common Area so conveyed and shall be responsible to operate, maintain and support the same. Declarant thereafter shall have no control over the Common Area (except as Declarant may have rights in the Association herewith), and shall have no obligation or responsibility, financial or otherwise, with respect thereto, except to appoint Directors in accordance with the Articles and Bylaws of the Association.

(b) The interests in the Association shall not be separated or separately conveyed from the respective Lots and each such interest shall be deemed to be conveyed and encumbered with its respective Lot even though the description of the instrument of conveyance or encumbrance of the Lot does not expressly mention or describe such interest.

Section 3. Declarant Rights. Declarant reserves the following rights and responsibilities:

(a) To hold the voting power for all Lots owned by Declarant including additions under Article III of fifteen (15) votes per Lot.

(b) To approve any and all amendments to the Declaration and the Bylaws so long as Declarant owns any Lots or until the turn-over meeting under ORS 94.609.

(c) To amend the Declaration for governmental agency purposes.

(d) To maintain title and to control and maintain the Common Area until Declarant deeds the property to the Association, as may be determined by Declarant.

(e) Any other specified Declarant Rights as set forth in this Declaration.

**ARTICLE VIII.
PROPERTY EASEMENTS**

Section 1. Easements and Encroachments. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel, and all similar persons to enter upon any part or all of the Project property, Lots

and Units, upon reasonable notice and time to the Owner or tenant, in the event of emergencies, in the performance of governmental functions, and in the exercise of the functions provided by this Declaration and the Articles, Bylaws, and Rules of the Association.

Section 2. Rights. Except in the case of an emergency situation or governmental function, the rights accompanying the easements provided by Section 1 of this Article VIII, shall be exercised only during reasonable daylight hours and then only whenever practicable.

Section 3. Right of Ingress and Egress. The Declarant and the Board of Homedale Terrace Homeowners Association, their agents, contractors, and employees, shall have a right of ingress and egress over the Project and the Common Area for construction, development, repair, replacement, and maintenance of the Property, as is provided herein, at all reasonable times.

Section 4. Easement for Utilities, Etc. There shall be reserved to the Declarant, the Association, to utility companies, and to F.B. Owen, Inc., its heirs, successors and assigns, a perpetual and nonexclusive easement over all Lots and any Common Area for the purpose of installing, repairing, and/or maintenance of utility lines of any sort including, but not limited to, storm drains, sanitary sewers, gas lines, electric lines and/or cables, water lines, telephone lines, landscaping and the like.

ARTICLE X. INSURANCE PROVISIONS

Section 1. General Liability Coverage. The Association shall procure and maintain a general liability insurance policy providing liability coverage for Homedale Terrace Homeowners Association, Inc. showing the Board, Committee Members, Owners and Members located in the Project as additional insureds, which insurance policy shall have combined single limit liability coverage in the amount of no less than \$1,000,000 for Bodily Injury and Property Damage, plus the Association shall obtain other type coverages as may be determined by the Board.

Section 2. Insurance Proceeds Sufficient. In the event of damage or the partial destruction of any of the Common Area improvements in the Project and if the available proceeds of the insurance carried pursuant to the Bylaws are sufficient to cover not less than eighty-five percent (85%) of the cost of repair or reconstruction thereof, the damaged or destroyed improvements shall be promptly repaired and rebuilt substantially in accordance with the original design and standard of construction of the damaged or destroyed improvement.

Section 3. Insurance Proceeds Insufficient. If the available proceeds of such insurance are less than eighty-five percent (85%) of the cost of repair or reconstruction, such repair or reconstruction may, nevertheless, take place if, within ninety (90) days from the date of such damage or destruction, Members representing fifty-one percent (51%) of the total voting power of the Association so elect at a duly constituted meeting of the Association.

Section 4. Assessments. If the Members determine to rebuild either pursuant to Section 2 or 3 above, each Owner shall be obligated to contribute such funds as may be necessary to pay his or her proportionate share of the cost of reconstruction over and above the insurance proceeds. Such additional amount shall be assessed to each Owner in the manner provided in Article 5.

Section 5. Failure to Rebuild. If rebuilding of the Common Areas shall not be authorized pursuant to Section 3 above, any available insurance proceeds shall be collected by the Association and used by the Association for such Common Area improvements, repair and other expenses associated with the Common Area as it shall deem appropriate.

ARTICLE XI. POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Association shall have the following powers and duties which may be exercised at its discretion and may be exercised through its Board:

(a) To enforce any or all building restrictions and covenants which are imposed by the terms of this Declaration or which may hereafter be imposed on any Owner or Member of the Project. The right of enforcement shall not serve to prevent such changes, releases or modifications of the restrictions or reservations placed upon any part of the Project by any Owner or Member having the right to make such changes, releases or modifications in the deeds, contracts, declarations or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper Owner or Member wherever and whenever such rights of assignment exists. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the operating fund of the Association, as provided for herein.

(b) To provide such improvements as the Association may deem advisable to the Common Area; and for the maintenance, repair and replacement of the within the Common Area.

(c) To build facilities upon land owned or controlled by the Association.

(d) To use the Common Area and any improvements, structures or facilities erected thereon subject to the General Rules and Regulations established and prescribed by the Association.

(e) To exercise all rights and control over any easements which the Association may from time to time acquire, including, but not limited to, those easements specifically reserved to the Association herein.

(f) To create, grant and convey easements upon, across, over and under all of the property within the Project, including, but not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving Lots in the Project.

(g) To create subsidiary corporations.

(h) To employ counsel and institute and prosecute such suits as the Association may deem necessary and advisable, and to defend suits brought against the Association.

(i) To employ from time to time such agents, servants and laborers as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it, and to make contract.

(j) Any power, authority or obligation granted in these CC&R's and Bylaws to the Association shall be exercised by its Board.

Section 2. Mandatory Powers and Duties. The Association shall exercise the following rights, powers and duties:

(a) To accept title to the Common Area and to hold and administer said property for the benefit and enjoyment of the Owners and occupiers of Lots and Dwelling Units in the Project. The purpose of this provision is to impose on the Association the obligation to accept title to any Common Area and to hold and maintain the same for the benefit of Owners and occupants of Lots and Dwelling Units in the Project.

ARTICLE XII. RIGHTS OF MORTGAGEES

All Mortgagees shall have the following rights:

Section 1. Mortgages Permitted. Any Owner may encumber their Lot or Dwelling Unit with mortgages.

Section 2. Subordination. Any lien created or claimed under the provisions of Oregon law of this Declaration is expressly made subject and subordinate to the rights of any First Mortgage that encumbers any Lot or Dwelling Unit or other portion of the Project, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such First Mortgagee unless the First Mortgagee expressly subordinates his interest, in writing, to such lien.

Section 3. Effective Breach. No breach of any provision of this Declaration shall invalidate the lien of any Mortgagee made in good faith and for value, but all of the Covenants, Conditions and Restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee sale or otherwise.

Section 4. Non-Curable Breach. No Mortgagee who requires title to a Lot or Dwelling Unit by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practicable or feasible to cure.

Section 5. Defaults. A Mortgagee, upon request, will be given written notification from the Association of any default in the performance by the Owner of a Lot or Dwelling Unit relating to the mortgage owned by the Mortgagee of any obligation under this Declaration or related Association documents, which is not cured within sixty days.

Section 6. Unpaid Dues and Project Status. Any Mortgagee who obtains title to a Lot or Dwelling Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's or Dwelling Unit's unpaid dues, assessments, or charges which accrue prior to the acquisition of title to the Lot or Dwelling Unit by the Mortgagee. Declarant and/or the Association shall cooperate with and provide an existing Mortgagee or prospective lender the status of the occupancy of the Project upon written request. Provided, however, any such mortgages use of the Lot foreclosed upon shall be subject to this Declaration.

ARTICLE XIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all Covenants, Conditions and Restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any Covenant, Condition, or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Notices.

(a) Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

(b) All meetings of the Board shall be open to the Owners. For other than emergency meetings, the Association Board shall cause to be posted at a public place in the Project or Common Area, a notice of such meeting, at least three (3) days prior to the meeting. Emergency meetings may be held without notice if the reason for the emergency is stated in the Minutes.

Section 3. Severability. Invalidation of any one of these Covenants, Conditions, or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment.

(a) The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, unless modified by an instrument signed by not less than seventy-five percent (75%) of the Members. Any Amendment must be recorded.

(b) During the Class B Membership period, all Amendments to this Declaration and to the Bylaws shall require the affirmative vote of the Class B Member.

(c) No Amendment shall limit or diminish any special Declarant Rights provided herein, increase the number of Lots or Units, or change the boundaries of any Lot or any uses to which any Lot or Unit is restricted without the advance written consent of the Association.

(d) The provisions of this Section shall not restrict any special Declarant's Rights as set forth elsewhere in this Declaration.

(e) Notwithstanding any term foregoing, the Declarant shall have sole and exclusive authority to amend the Bylaws and this Declaration, with or without a vote of the Class A Members, at any time prior to the "turn-over meeting" in order to comply with the requirements of any federal or quasi federal or state agency under ORS 94.585.

(f) Any amendment which could effect or impact maintenance of common areas, drainage facilities, or utilities must be approved by Klamath County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 9th day of March, 2006.

DECLARANT:
F.B. OWEN, INC.
an Oregon corporation

By Fred T. Owen, Jr. Pres
Fred T. Owen, Jr., President

Under ORS 92.843 the above Declaration is hereby approved.

by Laurel Stiel
Scott W. Taylor
Oregon Real Estate Commission

March 15, 2006
Date

Michael R. Long
Klamath County Tax Collector

Date

STATE OF OREGON)
)ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 9th day of March, 2006, by Fred T. Owen, Jr., acting in his capacity as President of F.B. Owen, Inc., an Oregon corporation.



Diana L. Fellows
Notary Public for Oregon
My Commission expires: 10-08-2007

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

Tract 1407 - HOMEDALE TERRACE SUBDIVISION, situated in the NE1/4 SE1/4 and the SE1/4 SE1/4 Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin located on the Easterly line of Homedale Road, from which the Southwest corner of Lot 70, FAIR ACRES SUBDIVISION, NO. 1, bears South 89°50'10" West 5.00 feet; thence along said easterly line North 00°06'40" West 329.37 feet from which a 5/8 inch iron reference pin is South 00°06'40" East 2.00 feet; thence leaving said Easterly line North 80°22'17" East 53.09 feet; thence North 70°16'35" East 63.31 feet; thence North 89°52'19" East 167.99 feet; thence North 00°07'41" West 30.00 feet; thence North 42°21'54" East 188.65 feet; thence North 00°05'25" West 130.00 feet; thence North 89°54'35" East 250.00 feet; thence South 00°01'42" East 328.94 feet; thence North 89°52'36" East 132.40 feet; thence South 00°01'42" West 328.87 feet; thence South 89°50'10" West 788.87 feet to the point of beginning; containing 8.38 acres, more or less, with bearings based on Klamath County Survey 6428.

Tax Parcel Number: R450853 and R873032

TRACT 1407 - HOMEDALE TERRACE SUBDIVISION

REPLAT OF PARCEL 3 & PORTION OF PARCEL 2 OF LP 10-92
AND LOT 70 FAIR ACRES SUB-DIVISION NUMBER 1
LOCATED IN NE1/4 SEC 4 & SE1/4 SEC 35,
T.38 S., R.9E., W.1M.
KLAMATH COUNTY, OREGON

NARRATIVE

F.A. OWEN, INC. REQUESTED ADKINS CONSULTING ENGINEERS, INC. TO SURVEY AND PLAT THE REPLAT OF PARCEL 3 & PORTION OF PARCEL 2 OF LP 10-92 AND LOT 70 FAIR ACRES SUB-DIVISION NUMBER 1. THE SURVEY WAS COMPLETED ON THE EAST SIDE OF HOMEDALE TERRACE, PARCEL 3 & PORTION OF PARCEL 2 OF LP 10-92, MORE USED AS A DUST OF BEAUMONT.

SURVEYOR'S CERTIFICATE

STATE OF OREGON

COUNTY OF Klamath

I, DOUGLAS E. ADKINS, SURVEYOR, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT 1407 - HOMEDALE TERRACE SUBDIVISION, SITUATED IN THE NE1/4 SEC 4 & SE1/4 SEC 35, T.38 S., R.9E., W.1M., Klamath County, Oregon, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEINGING AT A 1/4 SECTION CORNER LOCATED ON THE EASTERN LINE OF HOMEDALE TERRACE, PARCEL 3 & PORTION OF PARCEL 2 OF LP 10-92, PARCEL 3 & PORTION OF PARCEL 2 OF LP 10-92, MORE USED AS A DUST OF BEAUMONT, THE SURVEYOR HAS CORRECTLY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT 1407 - HOMEDALE TERRACE SUBDIVISION, SITUATED IN THE NE1/4 SEC 4 & SE1/4 SEC 35, T.38 S., R.9E., W.1M., Klamath County, Oregon, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE TRACT 1407 - HOMEDALE TERRACE SUBDIVISION, SITUATED IN THE NE1/4 SEC 4 & SE1/4 SEC 35, T.38 S., R.9E., W.1M., Klamath County, Oregon, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DOUGLAS E. ADKINS, SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
DECEMBER 18, 1978
DOUGLAS E. ADKINS
1124

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

KLAMATH COUNTY DRAINAGE SERVICE DISTRICT

I, S.R. STROLAND, MANAGER OF THE KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, HEREBY CERTIFY THAT TRACT 1407 - HOMEDALE TERRACE SUBDIVISION, SITUATED IN THE NE1/4 SEC 4 & SE1/4 SEC 35, T.38 S., R.9E., W.1M., Klamath County, Oregon, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUBLIC WORKS DIRECTOR

DATE

COUNTY ASSESSOR'S CERTIFICATE

I, HERBERT C. BERRY, ASSESSOR OF THE KLAMATH COUNTY, HEREBY CERTIFY THAT THE TRACT 1407 - HOMEDALE TERRACE SUBDIVISION, SITUATED IN THE NE1/4 SEC 4 & SE1/4 SEC 35, T.38 S., R.9E., W.1M., Klamath County, Oregon, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COUNTY ASSESSOR

BY DEPUTY

DATE

COUNTY TAX COLLECTOR'S CERTIFICATE

I, HERBERT C. BERRY, TAX COLLECTOR OF THE KLAMATH COUNTY, HEREBY CERTIFY THAT THE TRACT 1407 - HOMEDALE TERRACE SUBDIVISION, SITUATED IN THE NE1/4 SEC 4 & SE1/4 SEC 35, T.38 S., R.9E., W.1M., Klamath County, Oregon, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COUNTY TAX COLLECTOR

BY DEPUTY

DATE

DECLARATION

STATE OF OREGON

COUNTY OF Klamath

THIS IS CERTIFY THAT F.A. OWEN, INC., AN OREGON CORPORATION, HAS CORRECTLY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT 1407 - HOMEDALE TERRACE SUBDIVISION, SITUATED IN THE NE1/4 SEC 4 & SE1/4 SEC 35, T.38 S., R.9E., W.1M., Klamath County, Oregon, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

F.A. OWEN, INC., AN OREGON CORPORATION,

BY: FRED T. OWEN, JR., PRESIDENT

STATE OF OREGON

COUNTY OF Klamath

THIS INSTRUMENT HAS BEEN ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2008, BY FRED T. OWEN, JR., PRESIDENT OF F.A. OWEN, INC., AN OREGON CORPORATION, AND HE HAS ACKNOWLEDGED THE ABOVE INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED IN THAT CAPACITY.

NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES _____

WATER SUPPLY CERTIFICATE

THE CITY OF KLAMATH FALLS WATER DEPARTMENT HEREBY CERTIFIES THAT WATER WILL BE AVAILABLE TO THE LOT LINE OF EACH AND EVERY LOT DEPICTED ON THE PLAT.

MANAGER

DATE

SEWAGE DISPOSAL CERTIFICATE

HERBERT C. BERRY, GENERAL MANAGER OF THE SOUTH SUBURBAN SANITARY DISTRICT, HEREBY CERTIFY THAT SEWER SERVICES WILL BE AVAILABLE TO THE LOT LINE OF EACH LOT DEPICTED ON THE PLAT.

GENERAL MANAGER

DATE

BONDING AGREEMENT

AN AGREEMENT AND ASSURANCE OF PERFORMANCE FOR THE CONSTRUCTION OF EARTH MAY BE TO BE WORKS THIS _____ DAY OF _____, 2008, HAS BEEN EXECUTED WITH THE DIRECTOR OF PUBLIC WORKS THIS _____ DAY OF _____, 2008.

KLAMATH COUNTY PUBLIC WORKS DIRECTOR

APPROVALS

EXAMINED AND RECOMMENDED FOR APPROVAL BY THE KLAMATH COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 2008.

KLAMATH COUNTY SURVEYOR

EXAMINED AND RECOMMENDED FOR APPROVAL BY THE KLAMATH COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 2008.

KLAMATH COUNTY PLANNING DIRECTOR

EXAMINED AND RECOMMENDED FOR APPROVAL BY THE KLAMATH COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 2008.

KLAMATH COUNTY PUBLIC WORKS DIRECTOR

APPROVED BY THE KLAMATH COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 2008.

BOARD OF COUNTY COMMISSIONERS

CHAIRMAN OF THE BOARD

COUNTY COMMISSIONER

COUNTY COMMISSIONER

FILED FOR RECORD THIS _____ DAY OF _____, 2008.

KLAMATH COUNTY CLERK

DEPUTY

I DO HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF TRACT 1407 - HOMEDALE TERRACE SUBDIVISION AS SURVEYED, SUBDIVIDED AND PLATTED.

REGISTERED LAND SURVEYOR

I DO HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PLAT OF TRACT 1407 - HOMEDALE TERRACE SUBDIVISION AS SURVEYED, SUBDIVIDED AND PLATTED.

COUNTY CLERK

BY DEPUTY

ADKINS

CONSULTING ENGINEERS, INC.

2800 South Hwy. North Bend, OR 97761
TEL: (503) 641-4444 FAX: (503) 641-3333
OCTOBER 2008 ACE PLAT-POL 10-9-2008 1999-03

