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DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SCENIC VALLEY SUBDIVISION

TO: THE PUBLIC

THIS DECLARATION is made this date by the undersigned:

WHEREAS, Declarant desires to subject said property to certain protective covenants, conditions, restrictions, easements, liens and charges for the benefit of the subdivision, and it's present and subsequent owners as hereinafter specified, and will convey lots in the subdivision subject thereto. It further being understood that all lots fall within R-1 zone and any development shall conform to those requirements even if not specifically set out below

NOW THEREFORE, Declarant hereby declares that all of the lots in the subdivision are and must be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, use desirability and attractiveness of said property; that these easements, covenants restrictions conditions and reservations constitute covenants and servitude's to run with the land and are binding on all persons claiming under them and the land: and also that these conditions, covenants, restrictions, easements and reservations inure to the benefit of and are burdens upon all future owners and occupants of the subdivision, and interest therein.

ARTICLE I  
DEFINITIONS

1. "DECLARANT" means the undersigned, and the successors, heirs and assigns of Declarant's interest as developer of Scenic Valley Subdivision.
2. "LOT" means any numbered plot of land shown on the last recorded plat of Scenic Valley Subdivision.
3. "OWNER" shall mean and refer to the record owner.
4. "PROPERTIES" means the real property herein described and such additional property thereto as may hereafter be brought within the jurisdiction of the protective

covenants, conditions and restrictions.

**ARTICLE II**  
**LAND USE RESTRICTIONS**

1. **DWELLING:** Only one single family residence allowed per lot. The minimum footage for each single family dwelling shall be 1800 square feet of floor space, exclusive of garage, porch, patio, or decking. No building shall exceed two (2) levels. Below ground level basements will not be considered as a level. No modular or trailer house(s) will be allowed. The maximum height of any structure is to be no higher than the residence.
2. **SUBDIVIDING:** No further subdivision or partitioning of lot is allowed.
3. **RECREATIONAL VEHICLES:** All recreational vehicles and boats shall be stored and otherwise parked only on the owners property.
4. **OUTBUILDINGS:** No outbuilding, tent, shack, garage, trailer, motor home, or temporary building of any kind shall be used as a residence, either temporary or permanent.
5. **UTILITIES:** No above ground utilities shall be used on any lot. No exposed television or radio antennas are to be used on any lot.
6. **TRASH:** No part of Scenic Valley Subdivision may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No garbage, trash or other waste may be kept or maintained on any lot except in a sanitary container. No car parts, appliances, immobilized or immobile vehicles shall be placed or stored upon any lot within Scenic Valley Subdivision or any public or private streets or ways. Any such property so described will be removed after 72 hours at the lot owners expense.
7. **BUSINESS:** No business of any kind shall be conducted on any residence with the exception of the business of the Declarant and the transferees of Declarant in developing all of the lots as provided herein.
8. **SIGNS:** No sign of any kind shall be displayed to public view on a lot, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale.
9. **ANIMALS:** Household pet are allowed provided that they are not kept, bred or maintained for commercial purpose. A maximum of two (2) farm animals are permitted. Any and all animals are to be confined to the perimeter of the

owners property and not be allowed to run free.

10. WELL: There shall be no more than one single well per lot.

### ARTICLE III

#### MANUFACTURED HOMES

"MANUFACTURED HOME" means a structure constructed off-site, designed for movement on the public highway on it's own wheels and axles, to be placed on real property permanently having sleeping, cooking, electrical and plumbing facilities, and intended for human occupancy and being used for residential purposes.

1. Installation, siting and set-up of all manufactured homes must be in accordance with all applicable federal, state, and local codes and requirements in effect at the time of such installation, siting or set-up.
2. All manufactured homes placed in the Scenic Valley Subdivision must have a width of at least twenty three (23) feet and not less than eighteen hundred (1800) square feet of interior floor space.
3. All manufactured homes and accessory structures shall have foundations of sufficient strength to support the required live-load imposed by the manufactured homes and/or accessory structure based upon accepted engineering design standards.
4. Placement of every manufactured home and manufactured home accessory structure shall be in strict conformity with all zoning and other requirements of Klamath County, including those relating to front, side and rear requirements.
5. Each manufactured home within the Scenic Valley subdivision shall be skirted and shall include an access door reasonably sufficient for easy access to utilities. All skirting must be installed according to applicable federal, state and local codes and requirements.
6. No reflective roof coating or materials shall be allowed.
7. Temporary wood steps may be employed in conjunction with initial placement of a manufactured home. A permanent set of steps, or a porch or deck is required within one hundred and twenty (120) days after placement of the manufactured home and the temporary steps must be disposed of.

I/We, \_\_\_\_\_ am/are the  
 declarant(s) as referred to in Article I of the Declaration  
 of Protective Covenants, Conditions, and Restrictions for the  
 Scenic Valley Subdivision. I/WE agree to all the above  
 protective covenants, conditions, and restrictions of the Scenic  
 Valley Subdivision

DATED THIS 26 day of Aug, 1998.

Carolyn A Ramirez  
 Declarant

Declarant

Carolyn A Ramirez  
 Carolyn A. Ramirez  
 Seller

STATE OF OREGON,

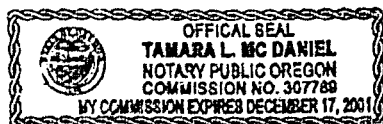
County of Klamath } ss.

FORM No. 21—ACKNOWLEDGMENT.  
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BE IT REMEMBERED, That on this 26<sup>th</sup> day of August, 1998,  
 before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
 named Carolyn A. Ramirez

known to me to be the identical individual..... described in and who executed the within instrument and  
 acknowledged to me that she.....executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
 my official seal the day and year last above written.



Tamara L. McDaniel  
 Notary Public for Oregon  
 My commission expires 12/17/01

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Carolyn Ramirez the 26th day  
 of August A.D., 19 98 at 11:01 o'clock A. M., and duly recorded in Vol. M98  
 of Deeds on Page 31352

FEE \$25.00  
 2.00 copies

Return: Carolyn Ramirez  
 425 Fock St.  
 Eugene, Or. 97402

By Bernetha G. Letsch County Clerk  
Kathleen Ross