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

TO: THE PUBLIC

THIS AMENDED 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 servitudes 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 is 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 lot 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 pets 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. Manufactured homes shall not be allowed within the Scenic Valley Subdivision.

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

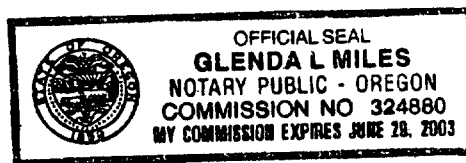
Dated this 4th day of January, 2000

Carolyn A. Ramirez
Carolyn A. Ramirez, Declarant

STATE OF OREGON)
) ss.
County of Klamath)
 / s/

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4th DAY OF January, 2000.

Glenda J. Miller
Notary Public for Oregon



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Re: Bill Heddell.

State of Oregon, County of Klamath
Recorded 1/6/00, at 2:25 p.m.
In Vol. M00 Page 575
Linda Smith,
County Clerk Fee \$ 31-