

After recording return to:

Danise Stopnick  
2831 Georgia St  
Medford Or 97501



00051819200800117850040040

08/20/2008 08:58:41 AM

Fee: \$36.00

### RESTRICTIVE COVENANT Fire Siting Standards

The undersigned, being the record owners of all of the real property described as follows; attached and further identified by "Exhibit A" attached hereto, do hereby make the following restrictive covenant(s) for the above-described real property, specifying that the covenant(s) shall run with the land and shall be binding on all persons claiming under such land, and that these restrictions shall be for the benefit of and limitation on all future owners of said real property.

In consideration of approval by Klamath County, Oregon of a land use permit to develop on property designated by the Klamath County Assessor's Office as Tax Lot 8100 in Township 35 South, Range 13 East, Section 31, the following restrictive covenant(s) hereafter bind the subject property:

1. All new development shall comply with the following:

All structural developments shall have a dependable supply of water adequate for normal daily consumption and peak emergency needs. The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with OAR 690, Division 10 and OAR 690, Division 20 and that any surface water used is not from a Class II stream as defined in OAR 629-24-101 (3).

Individual residences where a permanent source of water with a capacity of 4000 gallons or more at the lowest flow such as a stream, pond, or lake exists within 500 feet of the homesite, road access shall be provided to within 15 feet of the water's edge. Access to water shall be not less than 15 feet wide, shall be an improved and maintained surface and shall have an improved vehicle turning area of sufficient size to accommodate local fire protection equipment.

Where residences are supplied with individual water systems without a permanent source of water for fire suppression, the following standards shall apply:

At least one 1 inch standpipe shall be provided at least 50 feet from a building and shall have adequate protection from freezing weather. A standpipe shall be located no greater than 10 feet from any driveway.

Electrical service to a well pump shall be from independent service drops that do not pass through or onto any building.

2. Road access to new dwellings and other structures shall, at a minimum, meet the following standards:

A. Maximum grade shall not exceed 10 percent.

B. Road surface must be a minimum of 20 feet wide, all weather surface capable of supporting a fire apparatus at 60,000 lbs.

- C. The entire right-of-way shall be maintained as a fuel break free of brush and other flammable material.
  - D. The length of cul-de-sacs shall not exceed 700 feet.
  - E. Cul-de-sacs shall have a right-of-way with a 50 foot radius and an improved vehicle turning area not less than 80 feet in diameter.
  - F. Bridges or culverts shall have a minimum load limit of 40,000 lbs (20 ton) and shall not be narrower than the improved travel surface serving each end.
3. Construction of new dwellings and other structures shall meet the following standards:
- A. Roofing materials shall carry a minimum of Class B rating. In areas of extreme fire hazard rating, Class A rated roof shall be required.
  - B. Manufactured homes shall be fully skirted from the floor-line to the ground-line. Vents or openings in skirting shall be screened with corrosion-resistant mesh with a mesh size not greater than  $\frac{1}{4}$  inch.
  - C. All dwellings shall install a spark arrest on all chimneys. It shall be constructed of nonflammable, corrosive-resistant material. The opening in the mesh shall be no larger than  $\frac{1}{4}$  inch.
4. Property fuel breaks, landscaping and maintenance may be planned in accordance with the guidelines found in "Protecting your Home from Wildfire", available from the Planning Department or the Oregon Department of Forestry. The following minimum standards shall apply:
- A. Primary Fuel Break: all residences shall create and maintain a primary fuel break not less than 30 feet in width extending from the wall line of the structure. Primary fuel breaks consist of vegetation less than 3 inches high. Isolated landscape trees are acceptable if no branches overhang. Trees shall be thinned to 15 feet between tree crowns, and dead limbs near or over-hanging any structure shall be removed.
  - B. Secondary Fuel Break: beyond a primary fuel break, residences shall create and maintain a secondary fuel break not less than 70 feet wide on the down-slope side of a residence and 35 feet on all other sides. Extend the fuel break to 100 feet on the downhill side where steep slopes or dense vegetation are present. Secondary fuel breaks consist of live trees and shrubbery pruned to reduce the possibility of fire reaching roofs of structures or the crowns of trees. Low-growing plants and grasses are to be maintained to prevent the buildup of flammable fuels.
  - C. Wherever practicable, fences shall be constructed of nonflammable materials and maintained to eliminate the buildup of flammable refuse.

D. Outbuildings and accessory structures will meet the same standards as the residence or primary structure in terms of building construction and fuel breaks.

5. Home identification signs shall be posted at the nearest county, state or federal road serving the residence, and shall comply with the Klamath county house numbering system in existence. Home identification signs may be constructed of nonflammable materials with letters at least 3 inches high, ½ inch line width, and a reflective color that contrasts sharply with the background of both the sign itself and the surrounding vegetation.

6. In areas subject to the State Scenic Waterway Program, compliance with the primary and secondary fuel-free building setback requirements of this agreement may be modified to comply with specific siting standards contained in a state approved Scenic Waterway Management Program when such regulations conflict.

This covenant shall not be modified or terminated except by the express written consent of the owners of the land at the time, and the Klamath County Community Development Department, as hereafter provided.

KLAMATH COUNTY, a political subdivision of the State of Oregon, shall be considered a party to this covenant and shall have the right, if it so desires, to enforce any or all of the covenant(s) contained herein by judicial or administrative proceeding. This covenant is made pursuant to the provisions of the Klamath County Land Development Code.

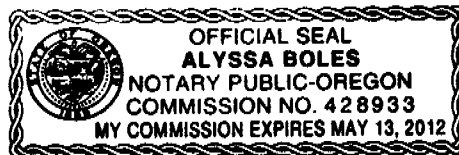
Dated this 20 day of August, 2008.

Denise Stopnick  
Record Owner

\_\_\_\_\_  
Record Owner

STATE OF OREGON     )  
                                  ) ss.  
County of Klamath    )

Personally appeared the above names Denise Stopnick and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 20 day of August, 2008.  
By Alyssa Boles



Alyssa Boles  
Notary Public for State of Oregon  
My Commission Expires: 5-13-2012

**Note:** A copy of the recorded instrument must be returned to Community Development Planning Dept before permits can be issued.

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



Rudy VELIK JR.

PO 214

BEATTY, OR 97621

Grantor's Name and Address

DENISE STOPNICK

2834 GEORGIA ST

MERFORD, OR 97501

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

DENISE STOPNICK

Until requested otherwise, send all tax statements to (Name, Address, Zip):

DENISE STOPNICK

2834 GEORGIA ST

MERFORD, OR 97501

M06-01017

Klamath County, Oregon

01/18/2006 12:01:08 PM

Pages 1 Fee: \$21.00

M06-11839

Klamath County, Oregon

06/12/2006 09:03:55 AM

Pages 1 Fee: \$21.00

## BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that RUDY VELIK JR.hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto DENISE STOPNICKhereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:TWP 35, RANGE 13, BLOCK SEC 31,  
TRACT SE 4 GOVT LOT 4

MAP: R-3513-03100-02100-000

The SE 1/4 of the SW 1/4 of the SW 1/4 of Section 31,  
Township 35 South, Range 13 East of The Willamette  
Meridian, Klamath County, Oregon

re-recording to add the legal description

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 6,000.00. However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☐ the whole (indicate which) consideration. (The sentence between the symbols "or", if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on 1-18-06; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

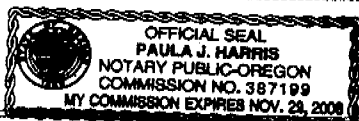
STATE OF OREGON, County of Klamath ss.This instrument was acknowledged before me on Jan 18, 2006by Rudy Velik Jr.

This instrument was acknowledged before me on

by

as

of



Notary Public for Oregon

My commission expires Nov 29, 2008