

Allen & Elizabeth L. Katzman  
205 Coronado St  
Ventura, CA 93001

2009-004565

Klamath County, Oregon



00063509200900045650020020

03/31/2009 03:50:48 PM

Fee: \$26.00

# RESTRICTIVE COVENANT Big Game Winter Range

The undersigned, being the record owners of all of the real property described as follows; See Exhibit A 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 construct a single family dwelling on property designated by the Klamath County Assessor's Office as Tax Lot 01300 in Township 38 South, Range 11 East, Section 00980, and located within an identified Goal 5 Big Game Winter Range habitat area, the following restrictive covenant(s) hereafter bind the subject property:

"Declarant and Declarant's heirs, legal representatives, assigns, and lessees hereby acknowledge and agree to accept by the recording of this instrument that the property herein described is subject to Statewide Planning Goal 5 resource habitat protections implemented through the Klamath County Land Development Code, which requires the owner to control free-roaming dogs and prohibits off-road vehicle use on the property herein described during the period of November through April each year."

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 31 day of MARCH, 2009.

[Signature]  
Record Owner

[Signature]  
Record Owner

STATE OF OREGON )  
 ) ss.  
County of Klamath )

Personally appeared the above names Allen Katzman & Elizabeth Katzman and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 31<sup>st</sup> day of MARCH, 2009.



[Signature]  
Notary Public for State of Oregon  
My Commission Expires:  
Nov 29, 2012

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

Exhibit A

2008-000088

Klamath County, Oregon

After recording Return to:

Allen + Elizabeth Katzman

PO Box 5245

San Bernardino, CA

92412

[Taxes Same as above]

00037911200800000880020024

01/03/2008 08:06:16 AM

Fee: \$26.00

Above Space Reserved for Recording

[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

# Quitclaim Deed

Date of this Document: December 28, 2007

Reference Number of Any Related Documents: \_\_\_\_\_

Grantor:

Name

Michael + Cheryl Marler

Street Address

8049 Wideman Dr

City/State/Zip

Bonanza, OR 97023

Grantee:

Name

Allen and Elizabeth L. Katzman

Street Address

P.O. Box 5245

City/State/Zip

SAN BERNARDINO, CA 92412

951-205-4241

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): Block 36 Lots 10+11 Klamath Falls Forest Estates

Tract #2

Assessor's Property Tax Parcel/Account Number(s): R463536 + R463554

THIS QUITCLAIM DEED, executed this 28<sup>th</sup> day of December, 2007, by first party, Grantor, Michael + Cheryl Marler, whose mailing address is 8049 Wideman Drive, Bonanza OR 97023, to second party, Grantee, Allen + Elizabeth Katzman, whose mailing address is PO Box 5245 San Bernardino, CA 92412.

WITNESSETH that the said first party, for good consideration and for the sum of Fifteen Thousand Dollars (\$15,000.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

Returned @ Counter