

2009-011203

Klamath County, Oregon

After recording return to:

Kristine Golden

00071368200900112030090090

08/20/2009 02:37:19 PM

Fee: \$61.00

**RESTRICTIVE COVENANT  
Fire Siting Standards**

The undersigned, ERIC T. MIYASAKA (insert names) being the owners of record of all of the real property described as follows; R-3811 - V1200 - 00600 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 600 in Township 38 South, Range 11 1/2 East, Section 12, the following restrictive covenant(s) hereafter bind the subject property: see exhibit "A"

1. All new development shall comply with the following:

- A. Provide a dependable supply of water adequate for normal daily consumption and peak emergency needs from a source authorized in accordance with Oregon Administrative Rule (OAR) and that any surface water used is not from a Class II stream.
- B. Provide for and make available a permanent source of water with a capacity of 4000 gallons or more. If a stream, pond, or lake exists within 500 feet of the homesite a 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 and shall be an improved and maintained surface with an improved vehicle turning area of sufficient size to accommodate local fire protection equipment.
- C. Where residences are supplied with individual water systems without a permanent source of water for fire suppression (e.g., fire hydrants), the following standards shall apply:
  - a. At least one 1 inch hydrant standpipe shall be provided at least 50 feet from a building and no greater distance than 10 feet from the driveway with adequate protection from freezing weather.
  - b. Electrical service to a well pump shall not pass through, under, or onto any non-well protecting structure.

2. Road access shall meet the following minimum standards:

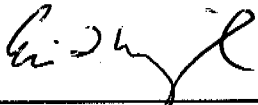
- A. Maximum grade shall not exceed 10 percent.
- B. Road surface must be a minimum of 20 feet wide with an all weather surface capable of supporting a fire apparatus at 60,000 lbs minimum or as prescribed by the Fire Marshall.

- C. The entire legal access way shall be maintained, at all times, as a fuel break free of brush and other flammable material.
  - D. The length of cul-de-sacs shall not exceed 700 feet and have a right-of-way with a 50 foot radius with an improved vehicle turning area not less than 80 feet in diameter.
  - E. Installation of bridges or culverts shall have a minimum load limit of 40,000 lbs (20 ton) and not be narrower than the improved travel surface serving each end.
3. All structures shall be constructed to 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. The siting of a manufactured home shall require fully skirting from the floor-line to the ground-line with vents or openings screened with corrosion-resistant mesh not greater than ¼ inch size.
  - C. All chimneys shall have spark arrest installed with nonflammable, corrosive-resistant material having opening in the mesh no larger than ¼ inch.
4. Property fuel breaks, landscaping and maintenance may be planned in accordance with the following minimum standards:
- A. A Primary Fuel Break shall be created and maintained no less than 30 feet in width extending from the wall line of any structure. Vegetation shall be less than 3 inches high, at all times. All trees within the primary break shall be thinned to 15 feet between tree crowns, and dead limbs near or over-hanging any structure shall be removed at all times.
  - B. A Secondary Fuel Break shall be created and maintained no 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. Live trees and shrubbery shall be pruned to reduce the possibility of fire reaching roofs of structures or the crowns of trees. Low-growing plants and grasses shall be maintained to prevent the buildup of flammable fuels.
  - C. Fences shall be constructed of nonflammable materials and maintained to eliminate the buildup of flammable refuse.
5. Home identification signs shall be posted at the nearest county, state or federal road serving the residence; and, constructed of nonflammable materials with letters at least 3 inches high, ½ inch line width; and, with a reflective color that contrasts sharply with the background of both the sign itself and the surrounding vegetation.

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 Planning 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 5 day of may, 20 09.



Record Owner

Record Owner

Record Owner

Record Owner

STATE OF OREGON    )  
                                  ) ss.  
County of Klamath    )

Personally appeared the above named persons and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for State of Oregon

My Commission Expires:  
  
\_\_\_\_\_

**Note:** A copy of the recorded instrument must be returned to Klamath County Planning Department before development permits can be issued.

CERTIFICATION OF ACKNOWLEDGMENT

State of California

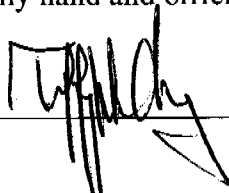
County of SANTA CRUZ

On May 6, 2009 before me, Tiffany Nicole Chang, personally appeared ERIC T. MIYASAKI, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



(Seal)



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 5 day of May, 20 09

[Signature]  
Record Owner

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

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

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

STATE OF OREGON )  
                          ) ss.  
County of Klamath )

*\* please see attachment*

Personally appeared the above named persons and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for State of Oregon

My Commission Expires:  
\_\_\_\_\_

**Note:** A copy of the recorded instrument must be returned to Klamath County Planning Department before development permits can be issued.

## ACKNOWLEDGMENT

State of California,  
County of Ventura

On 5/5/2009 before me, Ryan Deutsch  
(insert name and title of the officer)

personally appeared Finn Ranzau Jacobsen  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

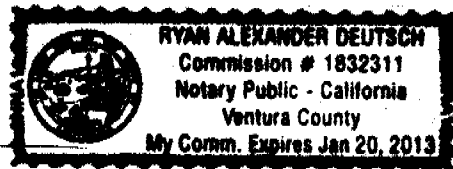
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



200 FEB 25 PM 3:33

**Aspen**  
TITLE & ESCROW, INC.

WARRANTY DEED

Vol. MOO Page 5977

ASPEY, TITLE ESCROW NO. 01050852

AFTER RECORDING RETURN TO:  
Mr. Finn Jacobsen

340 NOVEL AVE #205  
SANTA CRUZ, CA 95065

State of Oregon, County of Klamath  
Recorded 2/25/00, at 3:33 p.m.  
In Vol. MOO Page 5977  
Linda Smith,  
County Clerk Fee \$ 31.00

UNTIL A CHANGE IS REQUESTED ALL TAX  
STATEMENTS TO THE FOLLOWING ADDRESS  
SAME AS ABOVE

AUDRIC ENTERPRISES, INC., a California corporation, hereinafter  
called GRANTOR(S), convey(s) and warrants to FINN JACOBSEN,  
hereinafter called GRANTEE(S), all that real property situated  
in the County of Klamath State of Oregon, described as:

AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING  
DESCRIBED REAL PROPERTY:

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY  
THIS REFERENCE MADE A PART HEREOF AS THOUGH FULLY SET FORTH  
HEREIN . . . . .

"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 30.390."

and covenant(s) that grantor is the owner of the above described  
property free of all encumbrances except covenants, conditions,  
restrictions, reservations, rights, rights of way and easements  
of record, if any, and apparent upon the land, contracts and/or  
orders for irrigation and/or drainage AND Trust Deed, including  
the terms and provisions thereof, dated January 13, 2000, and  
recorded January 26, 2000 in Book M-00, Page 2658, Mortgage  
Records of Klamath County, Oregon, in favor of Richard E.  
Walker and Sherrilee Walker, Trustees or their Successors in  
Trust, under the Walker Living Trust dated November 2, 1995, as  
to a 25% interest, and Robert V. Walker and Marcheta L. Walker,  
Trustees or their Successors in Trust, under the Walker Living  
Trust dated December 15, 1995, as to a 75% interest, AND, Trust  
Deed, including the terms and provisions thereof, dated  
February 21, 2000, and recorded February 25, 2000, in Book M-00,  
Page 5973, Klamath County Mortgage records, in favor of  
T.I. Miyasaka, Inc., a California corporation, which Trust Deed  
the Grantee herein DOES NOT agree to assume and pay and Grantor  
holds Grantee harmless therefrom,

and will warrant and defend the same against all persons who may  
lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is  
EQUITABLE EXCHANGE. THE EXECUTION OF THIS DEED DIRECTLY TO THE  
GRANTEE NAMED IS DONE AT THE DIRECTION OF FIRST GUARANTY  
EXCHANGE, A CALIFORNIA CORPORATION, AS PART OF A TAX DEFERRED  
EXCHANGE FOR THE BENEFIT OF SAID GRANTEE.

In construing this deed and where the context so requires, the  
singular includes the plural.

Continued on next page

A/SI-

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## EXHIBIT "A"

## PARCEL 1:

Parcel 2 of Land Partition 22-94, being a portion of Parcel 1 of MLP NO. 79-134, situated in Government Lots 2 and 3 of Section 7, Township 38 South, Range 11 East of the Willamette Meridian and the SE 1/4 NE 1/4 and the NE 1/4 SE 1/4 of Section 12, Township 38 South, Range 11 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

## PARCEL 2:

The S 1/2 NW 1/4, SW 1/4 NE 1/4 Section 12, Township 38 South, Range 11 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

## PARCEL 3:

The SW 1/4, W 1/2 SE 1/4 and the SE 1/4 SE 1/4 of Section 12, Township 38 South, Range 11 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPT a portion in the S 1/4 SE 1/4 for right of way of Highway 140.

AND

The N 1/2 N 1/2, Section 13, Township 38 South, Range 11 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPTING THEREFROM that portion of the N 1/2 NE 1/4 Section 13, Township 38 South, Range 11 1/2 East of the Willamette Meridian, in the County of Klamath, State of Oregon, which lies Easterly and Southeasterly of the Klamath Falls-Lakeview Highway.

CODE 114 MAP 3811-700 TL 602  
CODE 114 MAP 3811-1300 TL 200  
CODE 114 & 36 MAP 3811-V1200 TL 400  
CODE 36 & 114 MAP 3811-V1200 TL 400  
CODE 114 MAP 3811-V1200 TL 500  
CODE 114 MAP 3811-V1200 TL 600

WARRANTY DEED  
PAGE 2

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WARRANTY DEED - continued

PAGE TWO -2-

IN WITNESS WHEREOF, the grantor has executed this instrument  
this 22nd day of February, 2000.

AUDRIC ENTERPRISES, INC., a California corporation

BY: *[Signature]*

Title: Secretary

STATE OF CALIFORNIA, County of Santa Cruz ) ss.

The foregoing instrument was acknowledged before me this 23rd  
day of February, 2000, by Audrey Wiyasaka  
as Secretary  
of Audric Enterprises, Inc., a  
California corporation.

Before me: L. Sue Dunn  
Notary Public for California  
My Commission Expires: 3/30/01

