

Page ____ of ____

After recording return to:

HEN SENA

00081136201000032070020020

03/12/2010 08:25:11 AM

Fee: \$42.00

**RESTRICTIVE COVENANT
BIG GAME WINTER RANGE**

The undersigned, being the record owners of all of the real property described as follows; LOT 9, TRACT NO. 1242
PLUM VALLEY 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 200 in Township 37 South, Range 9 East, Section 33, 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; and in regard to fencing requires the perimeter of the property, if fenced, to be for livestock control purposes only; that fencing around home sites shall enclose no greater than 1 acre, and where designed to exclude wildlife shall not be placed within critical habitat or a migration corridor as may be identified by the Oregon Department of Fish and Wildlife"

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 10 day of March, 2010.

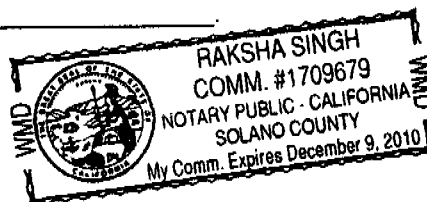
Kenneth D. Sena
Record Owner

Alison R. Sena
Record Owner

STATE OF California ^{RS}
COUNTY OF Klamath ^{RS}
Solano ^{RS}

Personally appeared the above names Kenneth D. Sena and Diane Sena and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 10 day of March, 2010.

By _____



Raksha Singh
Notary Public for State of Oregon
My Commission Expires: RS California
December 9, 2010

2007-010734

Klamath County, Oregon

00024736200700107340010016

06/14/2007 02:27:51 PM

Fee: \$21.00

After Recording Return to:

KENNETH D. SENA and DIANE R. SENA

4640 Vacaville Midway Rd
Vacaville, Ca. 94688

Until a change is requested all tax statements

Shall be sent to the following address:

KENNETH D. SENA and DIANE R. SENA

Same as above

WARRANTY DEED

(INDIVIDUAL)

ATE: 64863MS

DOUGLAS J. MAULT, herein called grantor, convey(s) to KENNETH D. SENA and DIANE R. SENA, husband and wife, herein called grantee, all that real property situated in the County of KLAMATH, State of Oregon, described as:

Lot 9, Tract No. 1242, PLUM VALLEY, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

CODE 053 MAP 3709-03300 TL 00200 KEY #380395

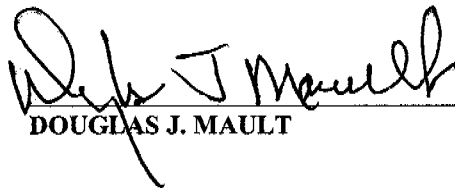
and covenant(s) that grantor is the owner of the above described property free of all encumbrances except covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, and apparent upon the land, contracts and/or liens for irrigation and/or drainage

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 \$160,000.00.
(here comply with the requirements of ORS 93.930)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

Dated June 8, 2007.


DOUGLAS J. MAULT

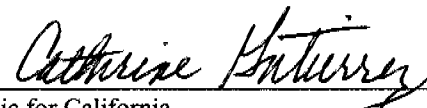
STATE OF CALIFORNIA County of RIVERSIDE ss.

On June 11, 2007 personally appeared the above named DOUGLAS J. MAULT and acknowledged the foregoing instrument to be HIS voluntary act and deed.

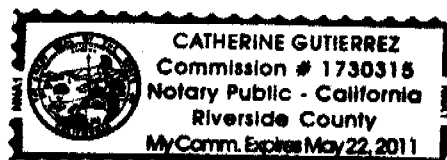
This document is filed at the request of:

 **Aspen**
TITLE & ESCROW, INC.

525 Main Street
Klamath Falls, OR 97601
Order No.: 00064863

Before me: 
Notary Public for California
My commission expires: May 22, 2011

Official Seal



\$21-17