

Page ____ of ____



00087940201000089900040043

07/29/2010 03:06:32 PM

Fee: \$52.00

After recording return to:

Jon Hicks
2959 Lakeshore Dr.
Klamath Falls, OK 97601

RESTRICTIVE EASEMENT & COVENANT

Adjacent Property Sanitary (Septic) System (Same Owners)

Pursuant to Oregon Administrative Rules, 340-071-130(11)(b) and 340-071-150(4)(a) and in consideration for approval Klamath County, Oregon of Land Use Compatibility Worksheet No. LUC509-0316 and the issuance of an On-Site Sanitary System placement permit on property described as Tax Lot No(s). 1600 Section 23 Township 38 South, Range 08 East, W.M.; Tax Account No(s). R422876 The legal description of the real properties, hereby and further referenced as Subject Parcels that are burdened by this Restrictive Covenant:

See Attached Exhibit 'A' & ~~Exhibit 'B'~~

The common description of the real property, hereby and further referenced as Site Plan Map, and described as:

See Attached Exhibit '~~A~~' B

The undersigned, being the record owner(s) of all of the real property described above and further identified by "Exhibits A, ~~B, & C~~" 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.

I (We), Jon and Janice Hicks, the undersigned real property owner(s), for ourselves and for our heirs, executors, administrators and assigns, do hereby agree and stipulate to the following conditions:

- (1) Subject Parcels are restricted from independent or individual sale and are joined together for such period as the On-Site Sanitary System placement permit is in effect.
- (2) Subject Parcels shall not be put to any use which would be detrimental to the permitted system or contrary to any law (including an administrative rule) applicable to a permitted system.
- (3) This covenant shall not be modified or terminated except by the express written consent of the owners of the land at the time, the State of Oregon and/or by the State's Agent Klamath County Community Development Department, as hereafter provided.

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

Revised 11/2008

Page 1 of 5

I (We), further agree that failure to comply with any provisions of this covenant shall constitute a violation of this covenant. To facilitate the enforcement of this covenant, any violation of this covenant shall constitute a nuisance and may be enjoined, abated or removed by State of Oregon and/or by the State's Agent Klamath County Community Development Department; and, provide irrevocable permission to enter and inspect, including by excavation, the on-site sewage disposal system and all components.

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 28 day of July, 2010.

Jon Hicks
Owner of Record

[Signature]
Owner of Record

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above names Jon F Hicks & Janice L Hicks and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 28th day of July, 2010.

By Paula Jeanne Harris



Paula Jeanne Harris
Notary Public for State of Oregon
My Commission Expires: Nov 29, 2012

EXHIBIT A

Parcel 1:

Lakewood Heights lot 46

Parcel 2:

Lakewood Heights lot 47

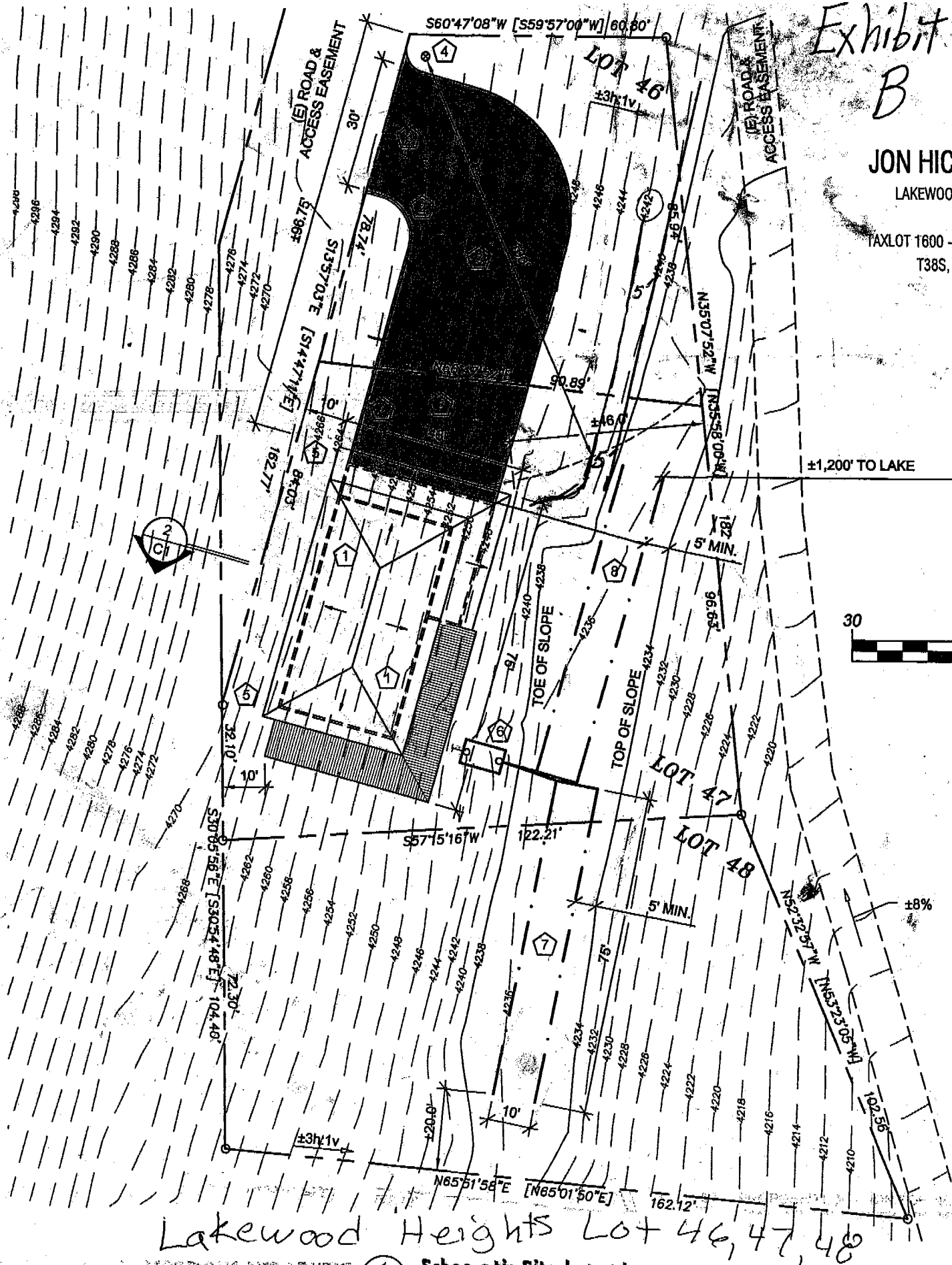
Parcel 3:

Lakewood Heights lot 48

Exhibit
B

JON HIC
LAKEWOOD

TAXLOT 1600 -
T38S,



Lakewood Heights Lot 46, 47, 48

1
C1 Schematic Site Layout
1" = 30'

Exhibit B