

After recording return to:

2011-007142

Klamath County, Oregon



00103222201100071420030038

06/13/2011 09:21:16 AM

Fee: \$47.00

RESTRICTIVE COVENANTS**CUP 50-09 Harrington**

The undersigned, being the record owners of all of the real property described as follows;

E1/2 SW1/4 of Section 21 Township 37S Range 15E, East of the Willamette Meridian, Klamath County, Oregon.

R3715-00000-06400

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.

Good Neighbor Covenant

"Declarant and Declarant's heirs, legal representatives, assigns, and lessees hereby recognize(s) the rights of adjacent and nearby landowners to conduct farm and forest operations consistent with accepted farming practices and Forest Practices Act, ORS 30.090 and Rules for uses authorized by this Code."

Bid Game Winter Range

"Declarant and Declarant's heirs, legal representatives, assigns, and lessees hereby acknowledge and agree to accept by the recording of this instrument 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; the fencing around home sites shall enclosed no greater than 1 acres, 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."

Fire Siting Standards

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 no 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 exits within 500 feet of the home site 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 and improved and maintained surface with and improved vehicle turning areas of sufficient sized to accommodate local fire protection equipment.
 - C. Where residences are supplied with individual water systems without a permanent source of water or fire suppression (e.g., fire hydrants), the following standards shall apply;
 - a. At least one 1 inch hydrant standpipe shall provide 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 serve 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 and all weather surface capable of supporting a fire apparatus and 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.

3. 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.
4. 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 opening 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.
5. 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 with 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 of 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. Fence shall be constructed of nonflammable materials and maintained to eliminate the buildup of flammable refuse.
6. Home identification signs shall be posted at the nearest county, state or federal road serving the residence; and, constructed of nonflammable material with letter 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.

These covenants 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. Should CUP 50-09 Harrington and/or development permits be denied or rescinded, these covenants are null and void.

Dated this 9th day of June, 2011

Record Owner

Record Owner

STATE OF OREGON)

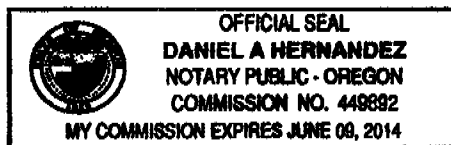
) SS.

County of Klamath)

Personally appeared the above names Richard & Mary Harrington and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 9th day of June, 2011

By

Notary Public for State of Oregon
My Commission Expires: 6/9/14



After recording return to:

Planning Dept

RESTRICTIVE COVENANTS

CUP 50-09 Harrington

The undersigned, being the record owners of all of the real property described as follows;

Building Restriction Covenant

"Prior to site development permits, Declarant and Declarant's heirs, legal representatives, assigns, and lessees hereby acknowledge and agree to the restriction precluding any future subdivision for sale and/or dwelling on the following tracts. To be include in this covenant are adjoining lots:

SW1/4 SW1/4 of Section 21 Township 37S Range 15E, East of the Willamette Meridian, Klamath County, Oregon

W1/2 SE1/4 of Section 21 Township 37S Range 15E, East of the Willamette Meridian, Klamath County, Oregon

E1/2 SE1/4 SE1/4 of Section 21 Township 37S Range 15E, East of the Willamette Meridian, Klamath County, Oregon

S1/2 NE1/4 SE1/4 of Section 21 Township 37S Range 15E, East of the Willamette Meridian, Klamath County, Oregon"

These covenants 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. Should CUP 50-09 Harrington and/or development permits be denied or rescinded, these covenants are null and void.

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