

2011-08708

Klamath County, Oregon

Page \_\_\_\_ of \_\_\_\_

After recording return to:

Tru-line



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07/28/2011 10:23:41 AM

Fee: \$57.00

**RESTRICTIVE COVENANT  
BIG GAME WINTER RANGE**

The undersigned, being the record owners of all of the real property described as follows; Lot 22, block 1 of  
Treat 1083 - Cedar Trails 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 3500 in Township 40 South, Range 8 East,  
Section 20 D, 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 27<sup>th</sup> day of JULY, 2011.

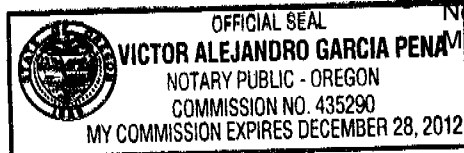
Brian Hansen  
Record Owner

Carol Hansen  
Record Owner

STATE OF OREGON     )  
                                  ) ss.  
County of Klamath    )

Personally appeared the above names Brian Hansen and Carol Hansen and acknowledged the  
foregoing instrument to be his/her voluntary act and deed before me this 27<sup>th</sup> day of JULY, 2011.  
By Victor Alejandro Garcia Pena

Victor Alejandro Garcia Pena



Notary Public for State of Oregon  
Commission Expires: December 28, 2012

## ***SURVEYOR'S CERTIFICATE***

I, JOHN M. HEATON, A REGISTERED LAND SURVEYOR IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE PARTITIONED, PLATTED AND SURVEYED "LAND PARTITION 13-09", BEING A REPLAT OF LOT 22, BLOCK 1 OF "TRACT 1083-CEDAR TRAILS", SITUATED IN THE SE1/4 OF SECTION 20, T40S, R8EWM, KLAMATH COUNTY, OREGON; CONTAINING 20.09 ACRES MORE OR LESS.

After recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESTRICTIVE COVENANT  
Fire Siting Standards**

The undersigned, Brien & Carol Hansen (insert names) being the owners of record of all of the real property described as follows; R- 40 - 08 - 200 - 3500 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 3500 in Township 40 South, Range 8 East, Section 20, the following restrictive covenant(s) hereafter bind the subject property:

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 27<sup>th</sup> day of JULY, 20 11.

Brian Hansen  
Record Owner

Carole H. [Signature]  
Record Owner

[Signature]  
Record Owner

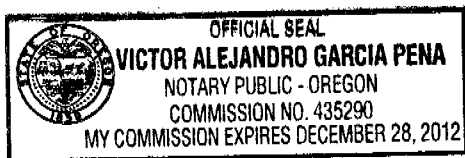
[Signature]  
Record Owner

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 27<sup>th</sup> day of JULY, 20 11.

By Victor Alejandro Garcia Pena

Victor Alejandro Garcia Pena  
Notary Public for State of Oregon



My Commission Expires:

December 28, 2012

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