Page ____ of ____
After recording return to:

201	3-0	12498	
Klan	nath	County,	Oregor

00144771201300124980050057					

11/07/2013 10:30:59 AM

Fee: \$57.00

RESTRICTIVE EASEMENT & COVENANT Adjacent Property Sanitary (Septic) System (Same Owners)

Pursuant to Oregon Administrative Rule and in consideration for approval of Klai	s, 340-071-130(11)(b) and 340-071-150(4)(a) math County, Oregon Land Use Compatibility
Statement (LUCS) No.	and the issuance of an On-Site Sanitary
System placement permit on property	described as TownshipSouth,
Range / East, W.M.	Section 36 , Tax Lot (s)
700	Assessor's Parcel Number(s) (APN)
The legal description of the real properti Parcels that are burdened by this Restrict	es, hereby and further referenced as Subject ive 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 'C'

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), 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 4/2010

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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

Code.	
Dated this 3 Pday of Septem	1/205, 20 13.
Owner of Record	
Owner of Record	
Owner of Record •	
STATE OF OREGON)	
Ss. County of K lamath)	
Personally appeared the above name	and
this 30 day of 54 pitcmb 45 20	ent to be his/her voluntaryact and deed before me
By A A A A A A A A A A A A A A A A A A A	
Notary Public State of Washington MARK STEVEN WILLIAMS My Appointment Expires Sep 30, 2014	Notary Public for State of Oregon Warring 4.
	• NOVERDONAL CONTRACTOR 1

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

Revised 4/2010

Page of
After recording return to:
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 of Klamath County, Oregon Land Use Compatibility Statement (LUCS) No and the issuance of an On-Site Sanitary System placement permit on property described as Township South, Range () East, W.M., Section 360, Tax_Lot(s) 700; Assessor's Parcel Number(s) (APN)
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 'C'
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.
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.

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

be covenant(s) contained herein by	judicial or administrative proceeding. This sions of the Klamath County Land Development
Dated this 1 day of October	, 20 <u>_13</u>
Downs W Done	
Weborah m Grant	
Owner of Record	
STATE OF OREGON) ss.	REBECCA C HALSTEAD NOTARY PUBLIC - OREGON COMMISSION NO. 450694
County of Klamath)	MY COMMISSION EXPIRES JULY 30, 2014
Personally appeared the above names acknowledged the foregoing instrument this day of, 20 [7]	to be his/her voluntary act and deed before me
By Rebucy C	Halsterl
	Notary Public for State of Oregon
	My Commission Expires: 7-30-14

EXHIBIT A

(Property No. 1 Legal Description)

Sun Forest Estates

Block 1, Lot #82

Address: 144828 Birchwood RD, La Pine, OR 97739

Tax Account #R845303

Map: R-2310-036C-00700-000

EXHIBIT B

(Property No. 2 Legal Description)

Sun Forest Estates

Block 1, Lot #81

Tax Account #R140190

Map: R-2310-036B-06300-000