

Aspell Diella-Rose &amp; Richard

2008-003756

Klamath County, Oregon



00042350200800037560030038

03/25/2008 10:23:12 AM

Fee: \$31.00

## Grantor's Name and Address:

**Mike Hilmer**  
**6185 Hillcrest Rd.**  
**Medford, OR 97504**

## Grantee's Name and Address:

**Mike & Melodie Hilmer, Trustees**  
**Hilmer Loving Trust U/T/D 7/16/98**  
**6185 Hillcrest Rd.**  
**Medford, OR 97504**

## After Recording Return to:

**Mike Hilmer & Melodie Hilmer**  
**6185 Hillcrest Rd.**  
**Medford, OR 97504**

## COVENANT RUNNING WITH THE LAND

1. **Grant.** By this declaration, Michael Andrew Hilmer, as grantor, does hereby issue a covenant running with the land over and upon that certain property identified herein as "servient property," to wit:

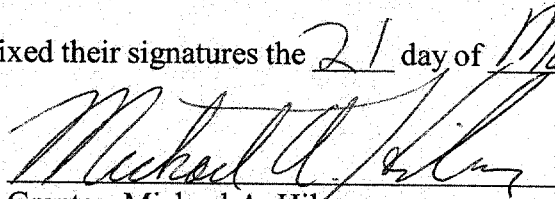
Parcel 2 of Land Partition 46-00, said Land Partition being Parcels 1 and 2 of Land Partition "37-96," situate in the E1/2 of the Section 29, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon,

to Michael Hilmer and Melodie Hilmer, Trustees Hilmer Loving Trust u/t/d 07/16/98, as grantees, to the benefit of that certain property identified herein as the "dominant property" and more particularly described in the attached EXHIBIT "A".

2. **Covenant.** Grantor covenants as to himself, his heirs, successors and assigns that grantor shall not locate, set, install or maintain a manufactured structure on or about the subject real property. As used herein "manufactured structure" includes any residential, commercial, garage, storage or utility structure transported to the site on a manufactured frame, whether in one or more individual components, excepting therefrom a manufactured structure which is designed and is constructed to have the crown of the roof of not less than 14 feet, 0 inches above the top of the frame on which the structure is transported.
3. **Recreation Vehicles- Trailers- Campers.** Grantor covenants he shall not place upon the subject real property a motor home, 5<sup>th</sup> wheel, travel trailer or camper for purposes of residential occupancy. As used herein "residential occupancy" shall mean the permanent connection of any utility or the permanent connection to a sub surface sewage disposal or the used of the recreation vehicle, 5<sup>th</sup> wheel, travel trailer or camper for cooking and/or sleeping quarters for a period of more than thirty (30) days continuously, or for a period of more than ninety (90) days in any one calendar year. Residential occupancy shall not include the temporary placement of a motor home, 5<sup>th</sup> wheel, travel trailer or camper on the subject real property for a period of up to eighteen (18) months during which period the same is used for cooking and/or sleeping during a period that the owners of the subject parcel are constructing a residential dwelling.
4. **Storage.** Nothing contained herein shall be construed to limit storage of a motor home, 5<sup>th</sup> wheel travel trailer or camper on or about the subject site.

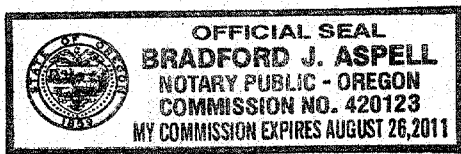
5. **Covenant Perpetual.** Grantor covenants that this covenant running with the land shall burden the servient property, shall bind grantor, his successors, purchasers and assigns and that the same shall benefit grantees, their successors and assigns and the dominant property above described.

In witness thereof the parties have hereunto fixed their signatures the 21 day of March, 2008.

  
Grantor, Michael A. Hilmer

STATE OF OREGON )  
: ss  
COUNTY OF KLAMATH )

This instrument was acknowledged before me on the 21 day of March, 2008, by Michael A. Hilmer.




  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES: Aug 26, 2011

EXHIBIT "A"

Parcel 3 of Land Partition 31-92 situated in the S-1/2 NW-1/4 and the N-1/2 SW-1/4 of Section 28 and the E-1/2 of Section 29, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

The E-1/2 of Section 29 Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM the NE-1/4 NE-1/4 NE-1/4 and ALSO EXCEPTING the S-1/2 SE-1/4 of said Township and Range.

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any: and the grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.