

2016-007044

Klamath County, Oregon



00188960201600070440030038

07/01/2016 03:43:59 PM

Fee: \$52.00

After recording return to:

CMH Homes, Inc.

7191 Crater Lake Hwy.

White City, OR 97503

RESTRICTIVE COVENANT

Known all men by these presents that CMH Homes, Inc. (Property Owner), hereby grants this restrictive covenant in favor of the City of Klamath Falls, and for the benefit of the public, prohibiting the individual sale of Parcels 17 and 18 (Map and Tax Lots R-3909-014AA-09500 and 09600), or any portion thereof, as legally described in Exhibit A. The intent of this Restrictive Covenant is to ensure that parcels 17 & 18 (are held as one parcel and not separately sold), which are both fully described in Exhibit A and are "held together by a single property owner," as required by the City of Klamath Falls Planning Conditions. This Restrictive Covenant shall be binding on and inure to the benefit of CMH Homes, Inc. (Property Owner), the City and their respective successors and assigns. By signing below, the City of Klamath Falls accepts the grant of restrictive covenant made herein.

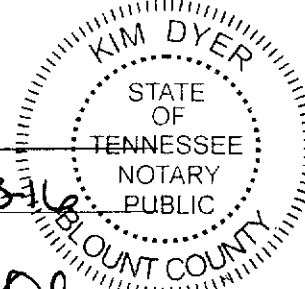
By:

CMH Homes, Inc. Representative
STATE OF ~~OREGON~~County of ~~Klamath~~

) ss.

Subscribed and acknowledged before me this 17th day of June, 2016 by Nathan B. H. as the corporation representative for CMH Homes, Inc. and (title/property owner) of 5542 and 5550 Winterfield Way, and as their voluntary act and deed.

BEFORE ME:

Notary Public for ~~Oregon~~ TN
My Commission Expires: 10-23-16

ACCEPTED BY THE CITY OF KLAMATH FALLS

By:

Nathan Cherpeski, City Manager

Attest:

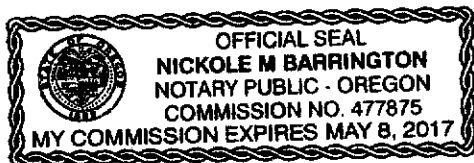
Elisa Olson, City Recorder

STATE OF OREGON

County of Klamath

) ss.

On the 29th day of June, 2016, personally appeared Nathan Cherpeski and Elisa D. Olson, who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that this instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be the City's voluntary act and deed.



BEFORE ME:

Notary Public for Oregon
My Commission Expires: 5-8-2017

City of Klamath Falls
Returned at Counter

2015-003828
Klamath County, Oregon
04/24/2015 09:14:59 AM
Fee: \$52.00

2015-002383
Klamath County, Oregon
03/18/2015 12:28:00 PM
Fee: \$47.00

RECORDING REQUESTED BY:

Ticor Title Company of Oregon
1555 E. McAndrews, Suite 100
Medford, OR 97504

GRANTOR:
Rogue Credit Union
PO Box 128
Medford, OR 97501

GRANTEE:
CMH Homes, Inc
7191 Crater Lake Highway
White City, OR 97503

SEND TAX STATEMENTS TO:
CMH Homes, Inc
500 Alcoa Trail
Maryville, TN 37804

AFTER RECORDING RETURN TO:
CMH Homes, Inc
500 Alcoa Trail
Maryville, TN 37804

Escrow No: 470315038963-TTJA37

V/L Misc Lots Summerfield Residential
Community
, OR

Re-recorded to amend the
legal as recorded in 2015-002383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED - STATUTORY FORM
(INDIVIDUAL or CORPORATION)

Rogue Credit Union, formerly known as Rogue Federal Credit Union

Grantor, conveys and specially warrants to

CMH Homes, Inc *a Tennessee Corporation*

Grantee, the following described real property free and clear of encumbrances created or suffered by the grantor except as specifically set forth below:

39
Lots 7, 16, 17, 18, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, *37*, 40, 49, 51, 52, 55, 56, 57 and 58, Tract 1456-
Summerfield Residential Community, according to the official plat thereof on file in the office of the County
Clerk, Klamath County, Oregon.

The true consideration for this conveyance is \$125,000.00.

ENCUMBRANCES: Covenants, Conditions, Restrictions, Reservations, set back lines, Power of Special
Districts, and easements of Record, if any.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE
SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND
195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2
TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON
LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS
INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE
SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE
PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING
DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY
ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE
APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS
AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE
ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300,
195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,

470315038963-TTJA37
Deed (Special Warranty - Statutory Form)

52amt.

SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated 3-12-15; If a corporate grantor, it has caused its name to be signed by order of its board of directors.

Rogue Credit Union

BY: [Signature]

State of OREGON

COUNTY of Jackson

This Instrument was acknowledged before me on march 12, 2015

by Naten Charlton, as Asset Prot. mgr. of Rogue Credit Union.

Stephanie Frodge, Notary Public - State of Oregon
My commission expires: Sept. 23, 2016

