

2018-014586

Klamath County, Oregon



00232824201800145860030039

12/05/2018 11:24:31 AM

Fee: \$92.00

After recording return to:

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

Returned at Counter

## 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 Lots 30 and 31 of Tract 1456 Summerfield Residential Community (Map and Tax Lot #s R-3909-014AA-04000-000 and R-3909-014AA-03900-000), or any portion thereof, legally described in Exhibit A. The intent of this Restrictive Covenant is to ensure that all parcels described are "held together by a single property owner," as required by the City of Klamath Falls. 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: [Signature]  
CMH Homes, Inc. Representative

STATE OF OREGON                     )  
County of KLAMATH               ) ss.

Subscribed and acknowledged before me this 4th day of December, 2018 by DAVID FUSSELL as the corporation representative for CMH Homes, Inc., as their voluntary act and deed.



BEFORE ME:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 02.26.2021

ACCEPTED BY THE CITY OF KLAMATH FALLS

By: [Signature]  
Nathan Cherpeski, City Manager

STATE OF OREGON                     )  
County of Klamath               ) ss.

On the 4th day December, 2018, personally appeared Nathan Cherpeski, who, being first duly sworn, did say that he is the City Manager of the City of Klamath Falls, an Oregon municipal corporation, and that this instrument was signed on behalf of said Municipal Corporation; and he acknowledged said instrument to be the City's voluntary act and deed.



BEFORE ME:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 02.26.2021

2015-003828

Klamath County, Oregon

04/22/2015 02:14:59 AM

Fee: \$62.00

2015-002383

Klamath County, Oregon

02/10/2015 12:28:38 PM

Fee: \$47.00

MO240866m

## RECORDING REQUESTED BY:

Titus Title Company of Oregon  
1855 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 37604

AFTER RECORDING RETURN TO:  
CMH Homes, Inc.  
500 Alcoa Trail  
Maryville, TN 37604

Escrow No: 470315038863-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:

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, and 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 2008, 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 30.830, 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,

470315038863-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 T Jefferson

This instrument was acknowledged before me on march 12, 2015

by Daren Chariton as Asset Prot. mgr. of Rogue Credit Union.

Stephanie Frodge, Notary Public - State of Oregon  
My commission expires 6 Sept 23, 2016

