

2019-000368

Klamath County, Oregon

01/14/2019 09:28:01 AM

Fee: \$102.00

PARCEL 1 OWNER AND ADDRESS

THOMAS G. GREENLEAF and
LINDA D. GREENLEAF
6524 Valhalla Avenue
Klamath Falls, Oregon 97603

PARCEL 2 OWNER AND ADDRESS

THOMAS G. GREENLEAF and
LINDA D. GREENLEAF
6524 Valhalla Avenue
Klamath Falls, Oregon 97603

PARCEL 3 OWNER AND ADDRESS

GEORGE M. REDD and KRISTI L. REDD
5710 North Hills Drive
Klamath Falls, Oregon 97603

AFTER RECORDING RETURN TO:

AmeriTitle

RESTRICTIVE COVENANT REGARDING PARTITION 24-18

This agreement regarding restrictive covenants is made as and between **THOMAS G. GREENLEAF and LINDA D. GREENLEAF** as tenants by the entirety, owners of Parcel 1, for convenience of reference referred to herein as "Parcel 1"; and **THOMAS G. GREENLEAF and LINDA D. GREENLEAF** as tenants by the entirety, owners of Parcel 2, for convenience of reference referred to herein as "Parcel 2"; and **GEORGE M. REDD and KRISTI L. REDD** as tenants by the entirety, owners of Parcel 3, for convenience of reference referred to herein as "Parcel 3".

WITNESSETH

WHEREAS, **THOMAS G. GREENLEAF and LINDA D. GREENLEAF** are owners of certain real property legally described as follows, to-wit:

Parcel 1 of Land Partition 24-18 being a replat of Parcel 3 of Land Partition 40-16 as adjusted by property line adjustment 6-17, situated in the SW1/4 NE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon recorded August 28, 2018 as 2018-010343

hereinafter for convenience of reference referred to as "Parcel 1";
and

WHEREAS, **THOMAS G. GREENLEAF and LINDA D. GREENLEAF** are owners of certain real property legally described as follows, to-wit:

Parcel 2 of Land Partition 24-18 being a replat of Parcel 3 of Land Partition 40-16 as adjusted by property line adjustment 6-17, situated in the SW1/4 NE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon recorded August 28, 2018 as 2018-010343

hereinafter for convenience of reference referred to as "Parcel 2";
and

WHEREAS, **GEORGE M. REDD and KRISTI L. REDD** are owners of certain real property legally described as follows, to-wit:

Parcel 3 of Land Partition 24-18 being a replat of Parcel 3 of Land Partition 40-16 as adjusted by property line adjustment 6-17, situated in the SW1/4 NE1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon recorded August 28, 2018 as 2018-010343

hereinafter for convenience of reference referred to as "Parcel 3"; and

WHEREAS, all parties hereto as and for an appurtenance to the real property described herein wish to limit any structure, fence, trees or shrubs on certain parts of the property to a height so as to provide each dominant estate light, air and an unobstructed view together with other restrictions on the placement of certain improvements on the subject real property;

NOW, THEREFORE, in consideration of good and valuable consideration the parties agree as follow:

1. Any residential dwelling constructed on any of the properties which are the subject of this agreement shall be constructed onsite and be of a size of no less than One Thousand Seven Hundred (1700) square feet, not including any attached garage. No mobile, modular manufactured or other similar structures for residential use shall be placed on any of the property subject to this agreement; and

2. All homes constructed on any of the properties shall be constructed in accordance with Klamath County building codes; and

3. Parcel 1 is restricted from constructing, causing to be constructed, or allowing to be constructed any structures greater than twelve (12) feet in height above ground level and shall be further prohibited from planting, allowing to be planted or allowing to grow any shrub, plant or tree with a height greater than twelve (12) feet above ground level, in the area Southeast of a line projected South 24°00' West from a point 160 feet South of the Northeast corner of Parcel 1 Land Partition 24-18 (see shaded area on attached Exhibit A). Trees growing in the area on January 11, 2019 are exempt from this restriction; and

4. Parcel 2 is restricted from constructing, causing to be constructed, or allowing to be constructed any structures greater than twelve (12) feet in height above ground level and shall be further prohibited from planting, allowing to be planted or allowing to grow any shrub, plant or tree with a height greater than twelve (12) feet above ground level, in the area Southeast of a line projected South 24°00' West from a point 24 feet South of the Northeast corner of Parcel 2 Land Partition 24-18 (see shaded area on attached Exhibit A) Trees growing in the area on January 11, 2019 are exempt from this restriction; and

5. In the event that Parcel 2 or Parcel 3 shall become aware that there is a violation of the restriction set out hereinabove, the dominant parcel shall notify the servient Parcel in writing of such violation, which such violation shall be cured by the servient owner

within thirty (30) days of the date of such notification. Any such notice shall be deemed to have been fully given upon the date of personal delivery or 48 hours after the deposit in the United States mail, postage fully paid, as certified mail, return receipt requested and first class mail, addressed to the party to whom notice is given (or such other address as any party may, from time to time designate by notice given in compliance with this paragraph).

6. Parcel 1 grants to Parcel 2 and Parcel 3 and Parcel 2 grants to Parcel 3 a perpetual and nonexclusive easement over and across each of the respective parcels for the benefit of and appurtenant to the dominant estates for the purpose of cutting, trimming and removal of that part of any vegetation of any type growing on or over the servient property higher than twelve (12) feet above ground level. Any such cutting, trimming and removal of any vegetation shall be at the cost and expense of the servient parcel and shall be done in a manner not causing unreasonable interference with the use of the servient parcel and not causing unreasonable damage to any structure or improvement on the servient parcel and in a manner designed to maintain as much as reasonably possible the aesthetics and beauty of vegetation on the servient parcel.

7. In addition to the self-help remedy set forth in the next preceding paragraph, the parties agree that the remedy at law for any breach or threatened breach of this agreement by a party may, by its nature, be inadequate, and that the others parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

8. This agreement may be enforced as a real property covenant or as an equitable servitude.

9. If any provision of this agreement is deemed to be invalid or enforceable in any respect for any reason, the validity and enforceability of the remaining provisions will not be in any way impaired.

10. The rights and obligations set forth in this agreement are intended to be appurtenant to and run with the land and shall inure to the benefit of and be binding upon the successors in interest of the then current owners of each parcel.

11. In the event that any suit, action or arbitration is instituted by any party to enforce any rights under this agreement or for any other matter arising out of this agreement, it is agreed that the prevailing party in such suit, action or arbitration shall recover such sums as the court or arbitrator may determine to be reasonable as attorney's fees at trial, on appeal, in arbitration or in any bankruptcy proceeding.

12. This agreement (including the attached Exhibit A) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this agreement and supersede all prior understandings and agreements, whether written or oral, among the parties with respect to the subject matter of this agreement.

13. The parties acknowledge this this agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the parties. Having acknowledged the forgoing, the

parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this agreement.

Dated the 11 day of Jan., 2019

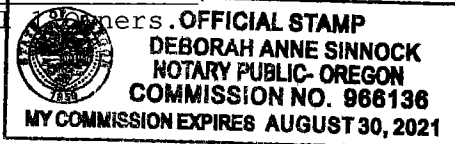
PARCEL 1 OWNERS

Thomas G. Greenleaf
THOMAS G. GREENLEAF

Linda D. Greenleaf
LINDA D. GREENLEAF

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 11th day of JAN, 2019, by Thomas G. Greenleaf and Linda D. Greenleaf as Parcel 1 Owners.



Deborah Anne Sinnock
NOTARY PUBLIC FOR OREGON
My commission expires: 8-30-21

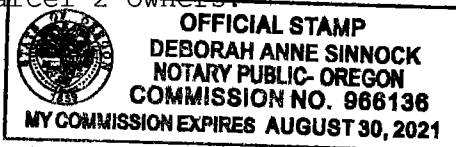
PARCEL 2 OWNERS

Thomas G. Greenleaf
THOMAS G. GREENLEAF

Linda D. Greenleaf
LINDA D. GREENLEAF

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 11th day of JAN, 2019, by Thomas G. Greenleaf and Linda D. Greenleaf as Parcel 2 Owners.



Deborah Anne Sinnock
NOTARY PUBLIC FOR OREGON
My commission expires: 8-30-21

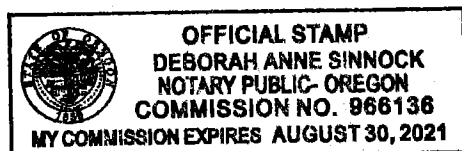
PARCEL 3 OWNERS

George M. Redd
GEORGE M. REDD

Kristi L. Redd
KRISTI L. REDD

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 11th day of JAN, 2019, by George M. Redd and Kristi L. Redd as Parcel 3 Owners.



Deborah Anne Sinnock
NOTARY PUBLIC FOR OREGON
My commission expires: 8-30-21

