

Returned at Counter

2020-003515

Klamath County, Oregon



00256467202000035150070075

03/23/2020 09:06:05 AM

Fee: \$112.00

AFTER RECORDING RETURN TO:
Scott D. MacArthur, OSB 892960
Scott D. MacArthur, P.C.
125 S. 6th Street
Klamath Falls, OR 97601

DECLARATION OF FORFEITURE

STATE OF OREGON, County of Klamath) ss


I, Scott D. MacArthur, under oath state as follows:

1. This declaration pertains to that certain Land Sale Contract (Contract) Generation Family Properties, LLC, as seller, and Bobbie Jo Thomas and Robert Thomas, as purchaser, which agreement was signed and entered into on June 3, 2019, without a memorandum having been recorded by a county recording officer. which contract covers that certain real property situated in Klamath County, Oregon, and which is more particularly described as follows:

TWP 36, Range 13, BLK-SEC 6, LOT-POR NE4, Klamath County, Oregon.

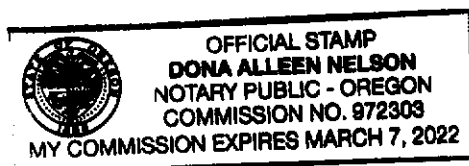
Parcel ID R360772


2. The Notice of Default, dated January 2, 2020, together with a copy of the basis of default from Klamath County Code Enforcement, are attached hereto as Exhibit "A" and incorporated herein by this reference.
3. The default described in the Notice was not cured within the time specified, as required by ORS 93.915.
4. Proof of Mailing the Notice of Default an Affidavit of Mailing, dated January 3, 2020 is attached hereto as Exhibit "B" and incorporated herein by this reference.
5. The Contract is hereby declared forfeited.
6. I make this affidavit as the attorney for the Sellers under the Contract.


Scott D. MacArthur, OSB 892960
Of Attorneys for Sellers

The foregoing instrument was acknowledged before me this 24th day of March, 2020, by Scott D. MacArthur.

(SEAL)



Before me: 
Notary Public for Oregon
My Commission Expires: 3-7-2022

NOTICE OF DEFAULT

This Notice of Default is given with respect to the contract described below, which contains a forfeiture remedy pursuant to the provisions of ORS 93.905-93.940.

1. **Description of Contract.** Land Sale Contract (Contract) between Generation Family Properties, LLC, as seller, and Bobbie Jo Thomas and Robert Thomas, as purchaser, which agreement was signed and entered into on June 3, 2019, without a memorandum having been recorded by a county recording officer.
2. **Property.** The property which is subject of the contract covers that certain real property located in Klamath County, Oregon, and which is more particularly described as follows:

TWP 36, Range 13, BLK-SEC 6, LOT-POR NE4, Klamath County, Oregon.

Parcel ID R360772

3. **Nature of Default.**
Violation of the Klamath County Land Development Code, Standard 82.20 Unlawful Camping. Article 14-020.

A Copy of the Violation Notice is attached hereto as Exhibit "A"

The Land Sale Contract incorporates the "Construction Policy which provides:

If allowed by state/county/HOA rules, you are welcome to start using your land at any time for recreation and fun!

However, if you are looking to build on the property, please be aware of the following:

- 1) You must get past the initial 90-day payment period before stating construction/living on the land OR making a higher initial downpayment—min of \$500 plus the 249 document fee.
- 2) Contact Dave Denniston if you are planning on getting started by at least a month ahead of time and send me all of your plans. I must approve in writing any construction that you do.
- 3) You will contact the County (and HOA if applicable) and get all of the necessary paperwork and procedures. You will be responsible for the costs of any permits/applications, etc and you may have to pay them to me if the county requires it. I will then promptly pay on your behalf.
- 4) You are responsible for having all of the necessary permit/construction paperwork completed in full.
- 5) You are responsible for any fines or other items related to construction that breaks county or HOA code. We reserve the right to charge your credit/debit card for any costs that come to us related to your use of the property.
- 6) We will not transfer and record the warranty deed until you have paid the property in

EX "A"

full. Thus, getting a separate construction loan could be very difficult.

Pursuant to paragraph 5 of the Promissory Note if borrower will be in default if borrower fails to comply with or perform any other material term, obligation, covenant or condition contained in any other agreement between Lender and Borrower, including, but not limited to, the purchase and Sale Agreement, Promissory Note and Land Contract.

If any default, other than a default in payment, is curable...it may be cured... if Borrower, after receiving written notice from Lender demanding cure of such default (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable, but not more than thirty (30) days with respect to any non-monetary default..

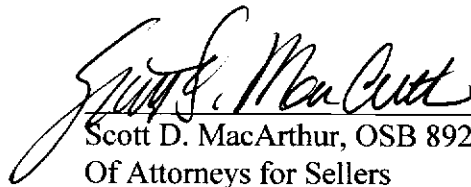
4. **Amount of Default.** Pursuant to the Contract, Seller has declared the whole unpaid principal balance of said purchase price with interest thereon at once due and payable \$12,679.91 as of December 31, 2019, plus interest.

5. **Date Contract will be forfeited.** The Contract will be forfeited if the default is not cured by (60 DAYS FROM TODAY'S DATE.)

6. **How to Cure Default.** The default will be cured if by March 7, 2020, compliance with Klamath County Code Enforcement pursuant to the letter attached as Exhibit "A" or the whole unpaid principal balance of said purchase price with interest thereon is paid.

7. **Name and Address of Attorney for Seller.** Scott D. MacArthur, Scott D. MacArthur, P.C., 125 S. 6th Street, Klamath Falls, OR 97601.

8. **Date Notice Mailed.** This notice is being deposited both first-class and certified mail with return receipt requested on January 2, 2020.


Scott D. MacArthur, OSB 892960
Of Attorneys for Sellers



KLAMATH COUNTY CODE ENFORCEMENT

305 Main Street, Klamath Falls OR 97601
(541) 883-5121 # 5 Fax (541) 885-3644

December 5, 2019

CODE CASE # 483-19-001574-NVST

GENERATION FAMILY PROPERTIES LC
310 4TH AVE S, SUITE 5010 PMB 91990
MINNEAPOLIS, MN 55415

RE: R-3613-006AB0-02100-000, BEATTY, OR

Dear Property Owner,

It has come to the attention of this office that a home type structure has been built or placed on this property without any developmental permits issued from Klamath County Planning, Building, or Onsite departments. There is no current site plan submitted, no building permits issued for any structures, and no current Onsite approved septic system at this property. **A dwelling (residence) on the property that meets current building code is required in order to have any accessory structures on the property.** There is no permitted residence located on this property.

You are in violation of the following **Klamath County Land Development Codes:**

Article 14.020 – PROHIBITIONS

No person, firm, corporation or other entity shall locate, construct, maintain, repair, alter, or use a building or other structure or use or transfer land in violation of this Code and other applicable ordinances.

Article 41.020 - APPLICATION

Unless otherwise specified by this code, review of a site plan is required for:

- A. Issuance of a building permit for new construction exclusive of interior remodeling;
- B. Land use decisions involved in making a determination of land use compatibility for any state or federal agency;
- C. The construction, relocation, addition, extension, occupancy or use change of structure;
- D. Any development, or change of land use; or
- E. Time extension requests.

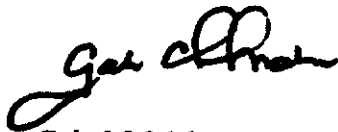
Within **21 days** from the date of this letter, you must submit a site plan for review to the Klamath County Planning Department. After planning and Onsite approval, plans for all structures must be submitted to the Klamath County Plans examiner. After plans approval, building permits (structural, electrical, plumbing and mechanical) must be issued by Klamath County Building Department (as applicable).

In addition, the Klamath County Land Development Code **Standard 82.20** allows camping on private property for up to **21 days in any 6 month period**. Klamath County Land Development Code further states: The definition of camping is the occupancy of private property within a tent, tent trailer, shelter, vehicle, or recreation vehicle not within an authorization / designated camping facility and deemed a nuisance.

If you decide not to improve the property and submit the required site plan within a 21-day period, all non-permitted structures must be removed immediately.

Please have the above issues taken care of within **21** days from the date of this letter. Your cooperation is appreciated and it will also delay any further actions, which could include a citation from this department. Minimum citation for each violation listed is \$720.00. A re-inspection has been scheduled for approximately **22** from the date of this letter allow time to get the property in compliance.

Thank you,



Gale McMahon
Code Enforcement Officer
Klamath County Oregon

AFTER RECORDING RETURN TO:
Scott D. MacArthur, OSB 892960
Scott D. MacArthur, P.C.
125 S. 6th Street
Klamath Falls, OR 97601


AFFIDAVIT OF MAILING NOTICE OF DEFAULT

STATE OF OREGON)
) ss.
County of Klamath)

I, Scott D. MacArthur, under oath state as follows:

1. Attached as Exhibit "A" is a true and correct copy of Notice of Default pertaining to the contract described therein (Contract)
2. The Contract contains a "forfeiture remedy" as defined by ORS 90.905(2).
3. The Notice of Default was mailed by both first-class and by certified mail with return receipt requested to the following people at the last known addresses indicated:

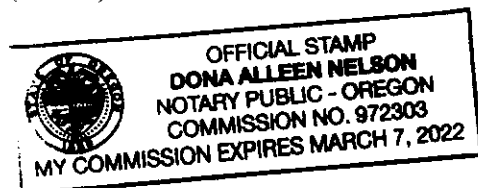
Bobbie Jo Thomas
Robert Thomas
4149 Dixie Lane
Malaga, WA 98828
newlife newstart1964@gmail.com
4. Attached as Exhibit "B" is a copy of the Certified Mail Receipt for each of the addresses named in Item 3 above.
5. I make this affidavit as attorney for and on behalf of DT Services, Inc..



Scott D. MacArthur, OSB 892960
Of Attorneys for Sellers

The foregoing instrument was acknowledged before me this 3rd day of January, 2020, by Scott D. MacArthur.

(SEAL)



Before me: 
Notary Public for Oregon
My Commission Expires: 3-7-2022

Ex "B"

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$6.55

Total Postage and Fees \$6.55

Sent To *Brian Thomas & Robert Thomas*

Street and Apt. No. *9189 Malaga Drive Lane*

City, State, ZIP+4® *Malaga, WA 98828*

PS Form 3800, April 2015 PSN 753-010-000-9047 See Reverse for Instructions

KLAMATH FALLS
 317 S 7TH ST
 KLAMATH FALLS, OR 97601-6170
 404576-0601
 (800)275-8777
 01/03/2020 03:20 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter (Domestic) (MALAGA, WA 98828) (Weight:0 Lb 0.90 Oz) (Estimated Delivery Date) (Monday 01/06/2020)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190700000226038696)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940253359154170603)			\$2.80
First-Class Mail® Letter (Domestic) (KLAMATH FALLS, OR 97603) (Weight:0 Lb 0.90 Oz) (Estimated Delivery Date) (Monday 01/06/2020)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190700000226038627)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940253359154170610)			\$2.80
First-Class Mail® Large Envelope (Domestic) (PACIFIC GROVE, CA 93950) (Weight:0 Lb 2.80 Oz) (Estimated Delivery Date) (Monday 01/06/2020)	1	\$1.30	\$1.30
Certified (USPS Certified Mail #) (70190700000226038610)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940253359154170627)			\$2.80
First-Class Mail® Large Envelope (Domestic) (KLAMATH FALLS, OR 97601) (Weight:0 Lb 2.80 Oz) (Estimated Delivery Date) (Monday 01/06/2020)	1	\$1.30	\$1.30

Total: \$21.85

Personal/Bus Check \$21.85