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WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, that ISABELL M. DEHLINGER, a single woman, hereinafter called the Grantor, for the consideration hereinafter stated, to Grantor paid by LESTER C. FLECK and IDA MAE FLECK, husband and wife, hereinafter called the Grantees, do hereby grant, bargain, sell and convey unto the said Grantees and Grantees' heirs, successors and assigns, that certain real property, with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 4 of SOUTHSORE, a platted subdivision of Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon,

SUBJECT TO:

1. Reservations, restrictions, rights of way, easements of record and those apparent on the land;
2. Easements, releases, and rights of way, including the terms and provisions thereof, granted to The California Oregon Power Company, a corporation, includes releases of claims for damages resulting from raising and/or lowering the water of Upper Klamath Lake.
3. Rules, regulations, assessments, and any and all obligations created or imposed upon or affecting said property by reason of being situated within the Community of Southshore a water district.
4. Any unpaid charges or assessments of the Community of Southshore.
5. Reservations and restrictions contained in deeds from R. P. Oliver and Agnes M. Oliver, husband and wife, as follows: "The grantees agree that for a period of 10 years from date of this deed no dwelling house shall be erected upon this property costing less than \$2,500.00; that said dwelling house shall be of a neat and attractive appearance and structure and that all outbuildings erected on said property shall be of a like structure and appearance corresponding with the dwelling." "The grantees agree that all waste from said dwelling or dwellings so constructed on this property shall be taken care of by a septic tank connected to a cess-pool and said grantees agree to construct this system of caring for all waste from said dwelling until such time as they are able to connect with a sewer system."

"The grantees further agree that they will keep no hogs or pigeons on this property and that all other fowls or animals so kept by them will be within a proper fence on said property so not to affect the rights of the adjacent property owners. . . ." and that none of said property shall ever be used for a campground."

6. Reservations and restrictions contained in the dedication of Southshore, as follows: ". . . and we hereby grant public easement for public utilities along the rear 10 feet of all lots, and along or near the lateral boundaries of lots where necessary for the public health or welfare and we hereby declare this plat and the lots described to be subject to the following conditions and restrictions: (1) All lots are indivisible and subject to a single dwelling unit per lot. (2) Architectural standards shall be not less than Federal Housing Authority specifications for a living unit. (3) Foundation area of dwelling shall be equal or exceed 1200 sq. ft. exclusive of garage or other extaneous structures. (4) No buildings or apurtenances shall be constructed outside of setback lines which blocks the lateral view of adjacent dwellings. (5) All dwellings and other buildings on Lots 1 thru 9 shall be single story, with roof pitch not greater than "5 inches on 12 inches". (6) Lot 1 and Lots 10 thru 14 shall have access to Southshore Lane only, and not to Lakeshore Drive. (7) All sanitary systems shall comply with local and state sanitary codes. (8) Livestock and pets, excepting commonly recognized house pets shall not be maintained on any lot. (9) All lots are for normal residential purposes only. Commercial advertising shall not be displayed.

7. Right of way for underground transmission line, including the terms and provisions thereof, given by Robert L. Erlandson and Patricia A. Erlandson, husband and wife, to Pacific Power & Light Company, a Maine corporation, dated July 30, 1962 recorded September 18, 1962, in Deed Volume 340 page 299, records of Klamath County, Oregon.

8. Trust Deed, including the terms and provisions thereof, executed by Karl F. Dehlinger and Isabell Dehlinger, husband and wife, as grantors, to William Ganong, as trustee, for First Federal Savings & Loan Association of Klamath Falls, Oregon, a corporation, as beneficiary, dated June 27, 1968, recorded June 28, 1968, in Microfilm records as Document No. 24162 Volume M-68, at page 5965, records of Klamath County, Oregon, to secure the payment of \$31,300.00, which grantees hereinabove named agree to assume and pay.

TO HAVE AND TO HOLD the same unto the said Grantees and Grantees' heirs, successor and assigns forever.

And said Grantor hereby covenants to and with said Grantees and Grantees' heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except as hereinabove set forth, and that Grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever

WARRANTY DEED, PAGE TWO.

except those claiming under the above described encumbrances.

The true and actual consideration for this transfer, stated in terms of dollars, is \$47,900.00.

WITNESS Grantor's hand this \_\_\_\_\_ day of March, 1973.

STATE OF OREGON )  
County of Klamath ) ss.

Personally appeared the above named ISABELL M. DEHLINGER, a single woman, and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE me this 20 day of March, 1973.

James D. Bocchi  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10-25-74

CLERK OF OREGON,  
County of Klamath  
Filed for record at request of  
Klamath County Title Co.  
this 22 day of March A.D. 1973  
at 3:48 o'clock P. M. and duly  
recorded in M73 of Deeds  
3090  
Wm D. MILNE, County Clerk  
By Cynthia [Signature] Deputy  
Fee \$6.00

Return  
James L. Stulvel & Co.  
519 Main  
Klamath Falls, Oregon  
97601

Return  
Klamath County Title Co.  
P.O. Box 157  
Klamath Falls, Oregon  
97601