

1 KNOW ALL MEN BY THESE PRESENTS, that WILD BILLY LAKE, INC., a corporation
 2 duly organized and existing under the laws of the State of Oregon, hereinafter
 3 called grantor, for the consideration hereinafter stated, does hereby grant,
 4 bargain, sell and convey unto WILLIAM P. BRAGA and JANICE A. BRAGA, husband and
 5 wife, hereinafter called grantees, and grantees' heirs, successors and assigns,
 6 that certain real property, with the tenements, hereditaments and appurtenances
 7 thereunto belonging or appertaining, situated in the County of Klamath, State of
 8 Oregon, described as follows, to-wit:

9 E 1/4 NW 1/4, Section 2, Township 35 South,
 10 Range 12, East of the Willamette Meridian,
 11 Klamath County, Oregon.

12 SUBJECT TO: Rights of the public in and to any portion of said premises
 13 lying within the limits of roads and highways; Right of Way for road pur-
 14 poses granted to the United States of America by instrument recorded Nov.
 15 7, 1958, in Misc. Records 13 at page 265; Reservations and restrictions as
 16 set forth in deed recorded April 6, 1959, in Deed Vol. 311 at page 286;
 17 Reservations as set forth in deed recorded May 25, 1960, in Deed Vol. 321
 18 at page 402, modified by Decree filed Nov. 12, 1969, in Circuit Court
 19 Journal M-69 at page 6695; Easement and other rights as disclosed by deed
 20 recorded May 25, 1960, in Book 321 at page 402, modification by Decree
 21 filed Nov. 12, 1969 in Circuit Court Journal M-69 at page 6695; Right of
 22 way for ditches or canals constructed by authority of the United States
 23 as disclosed by Indian Deed recorded Feb. 13, 1930, in Deed Vol. 88, page
 24 621; Reservations and restrictions as set forth in Land Status Report,
 25 recorded Oct. 28, 1958, in Deed Vol. 305 at page 457; and also subject to
 26 any other existing easements for public roads and highways, for public
 27 utilities, and for railroads and pipe lines, and for any other easments
 28 or rights of way of record; and to the following building and use restric-
 29 tions which grantee assumes and agrees to fully observe and comply with,
 30 to-wit:

- 31 1. That no person shall ever suffer or permit any unlawful, unsightly or
 32 offensive use to be made of said premises, nor will any person suffer or
 permit anything to be done thereon which may be or become a nuisance or
 annoyance to the neighborhood.
2. That no lot shall be used for industrial or manufacturing purposes.
3. That no building, except one summer home or residence and the usual and
 necessary outbuildings thereto, shall ever be erected on any one lot, with
 a minimum of 600 square feet; the electricity, plumbing and septic tank to
 comply with State of Oregon regulations.
4. That no building shall ever be erected within 30 feet of any exterior
 property line.
5. That no tree larger than 4 inches in diameter 24 inches above the ground
 may be cut, except to clear the land for a permanent structure or driveway.
6. That no hunting shall be permitted on any of said lots, and no firearms
 may be discharged from any of said lots, except for the owner.

7. That garbage must be disposed of in a sanitary manner, and burning must be done in a barrel with a cover of 1/2-inch wire mesh screen.

8. That lot owners may permit guests to camp or pitch tents on their lots for a period of not more than two weeks at any one time; provided, however, that such camping shall be done in a good and campmanlike manner.

9. That no temporary housing shall be permitted on any lot, except during the period of construction of a permanent residence, and in no event shall same be permitted for a period in excess of 90 days; provided, however, trailer or mobile homes may be used as permanent dwellings on the premises which have a retail cost of not less than \$1,500.00.

10. All fires for burning slash shall be done in the properly authorized season, and pursuant to United States Forest Service and/or Klamath Forest Protective Service regulations. Fireplaces in all buildings shall have a heavy mesh screen permanently affixed thereto in the flue fine enough to prevent the passage of sparks. No outdoor fires, other than for the clearing of ground, shall be allowed except in permanent fireplaces or firepits, which shall be in the center of an area with a 30-foot cleared radius of all inflammables and which shall have a water hose connection with said area with 100 feet of hose and sufficient water supply and pressure to operate said hose.

The true and actual consideration paid for this transfer is \$3,995.00.

TO HAVE AND TO HOLD the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except those above 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, except those claiming under the above described encumbrances.

In construing this deed and where the context so requires, the singular includes the plural.

Done by order of the grantor's board of directors, with its corporate seal affixed this 1st day of February, 1972.

WILD BILLY LAKE, INC.

By Miller Anderson Vice-President
By Floyd L. Osborn Secretary

STATE OF OREGON)
County of Klamath) SS

February 21, 1972

Personally appeared Miller Anderson and Floyd Osborn who, being duly sworn, each for himself and not one for the other, did say that the former is the Vice-President and that the latter is the Secretary of Wild Billy Lake, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(SEAL)

James D. Roach
Notary Public for Oregon
My Commission Expires: 10-25-74

Warranty Deed - Page 2

after recording, send to:
grantees@
235 Harris Ave, Rodeo, CA.
94572

STATE OF OREGON: COUNTY OF KLAMATH: SS

I hereby certify that the within instrument was received and filed for record on the 4th day of November A.D., 1983 at 9:57 o'clock A.M., and duly recorded in Vol. M83, of Deeds on page 19013.

EVELYN BIEHN, COUNTY CLERK

by L. Ann Smith deputy

Fee \$ 8.00

ret:
GANDONG, GANDONG
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.
1131 Pine
KFC