

1 WARRANTY DEED.

2 THIS INDENTURE WITNESSETH, that KAY W. FRETLAND, hereinafter known as
 3 Grantor, for the consideration hereinafter stated has bargained and sold, and
 4 by these presents does grant, bargain, sell and convey unto FRANK R. DAVIS and
 5 BARBARA J. DAVIS, husband and wife, Grantees, the following described premises
 6 situated in Klamath County, Oregon, to-wit:

7 NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 2, Township 35 South, Range 12 East of the Willamette
 8 Meridian.

9 SUBJECT TO: Rights of the public in and to any portion of said premises
 10 lying within the limits of roads and highways; Right of Way for road pur-
 11 poses granted to the United States of America by instrument recorded Nov.
 12 7, 1958, in Misc. Records 13 at page 265; Reservations and restrictions
 13 as set forth in deed recorded April 6, 1959, in Deed Vol. 311 at page 286;
 14 Reservations as set forth in deed recorded May 25, 1960, in Deed Vol. 321
 15 at page 402, modified by Decree filed Nov. 12, 1969, in Circuit Court
 16 Journal M-69 at page 6695; Easement and other rights as disclosed by deed
 17 recorded May 25, 1960, in Book 321 at page 402, modification by Decree
 18 filed Nov. 12, 1969 in Circuit Court Journal M-69 at page 6695; Right of
 19 way for ditches or canals constructed by authority of the United States
 20 as disclosed by Indian Deed recorded Feb. 13, 1930, in Deed Vol. 88, page
 21 621; Reservations and restrictions as set forth in Land Status Report,
 22 recorded Oct. 28, 1958, in Deed Vol. 305 at page 457; and also subject
 23 to any other existing easements for public roads and highways, for public
 24 utilities, and for railroads and pipe lines, and for any other easements
 25 or rights of way of record; Real property taxes for fiscal year commencing
 26 July 1, 1973, which are now a lien but not yet payable; and to the follow-
 27 ing building and use restrictions which grantees assume and agree to fully
 28 observe and comply with, to-wit:

19 1. That no person shall ever suffer or permit any unlawful, unsightly or
 20 offensive use to be made of said premises, nor will any person suffer or
 21 permit anything to be done thereon which may be or become a nuisance or
 22 annoyance to the neighborhood.

22 2. That no lot shall be used for industrial or manufacturing purposes.

23 3. That no building, except one summer home or residence and the usual
 24 and necessary outbuildings thereto, shall ever be erected on any one lot,
 25 with a minimum of 600 square feet; the electricity, plumbing and septic
 26 tank to comply with State of Oregon regulations.

25 4. That no building shall ever be erected within 30 feet of any exterior
 26 property line.

27 5. That no tree larger than 4 inches in diameter 24 inches above the
 28 ground may be cut, except to clear the land for a permanent structure
 29 or driveway.

29 6. That no hunting shall be permitted on any of said lots, and no fire-
 30 arms may be discharged from any of said lots, except for the owner.

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

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

*After recording,
 Frank R. Davis,
 2322 Wilena Ct
 Reno, Ca, 94504*

98 MAY 1 AM 10 29

7500

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 \$3,543.50.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an estate by the entirety. And the said grantor does hereby covenant, to and with the said grantees, and their assigns, that he is the owner in fee simple of said premises; that they are free from all incumbrances, except those above set forth, and that he will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, he has hereunto set his hand and seal this 19th day of July, 1973.

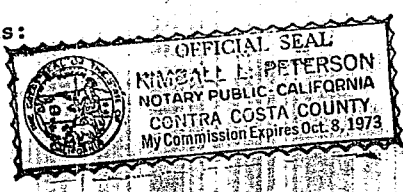
Kay W. Fretland (SEAL)
July 31, 1973

STATE OF CALIFORNIA)
County of Contra Costa) SS

Personally appeared the above named Kay W. Fretland and acknowledged the foregoing instrument to be his voluntary act and deed.
Before me:

Kimball L. Peterson
Notary Public for California
Kimball L. PETERSON

(SEAL)
My Commission Expires:



GANDONG, SISEMORE
& ZAMSKY
ATTORNEYS AT LAW
838 MAIN STREET
KLAMATH FALLS, ORE.
97601

Warranty Deed - Page 2.

After Recording
Frank R. Davis
2322 Helena Ct
Pinole, Ca. 94564

STATE OF OREGON: COUNTY OF KLAMATH: ss. _____ the 1st day
Filed for record at request of _____ A.D. 19 86 at 10:29 o'clock A.M., and duly recorded in Vol. M86
of May of _____ on Page 7499
By Evelyn Biehn, County Clerk
PHM Smith

FEE \$14.00