



THIS SPACE RESERVED FOR RECORDER'S USE
MT56888-KR

Vol M02 Page 28324

After recording return to:

LESA KAY DUCKETT

4430 BALSAM DRIVE

KLAMATH FALLS, OR 97601

Until a change is requested all
tax statements shall be sent to
the following address:

LESA KAY DUCKETT

4430 BALSAM DRIVE

KLAMATH FALLS, OR 97601

Escrow No. MT56888-KR

Title No. _____

State of Oregon, County of Klamath
Recorded 05/10/2002 3:46 p.m.
Vol M02, Pg 28324-26
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

WARRANTY DEED

KLAMATH BASIN HABITAT FOR HUMANITY, INC., an Oregon nonprofit corporation,
Grantor(s) hereby grant, bargain, sell, warrant and convey to:

LESA KAY DUCKETT

Grantee(s) and grantee's heirs, successors and assigns the following described
real property, free of encumbrances except as specifically set forth herein in
the County of **KLAMATH** and State of Oregon, to wit:

**Lot 3 OF TRACT 1326, being a Replat of Lots 1, 2, 3, 4, 5 and 6 in Block 10,
STEWART ADDITION, according to the official plat thereof on file in the office
of the County Clerk of Klamath County, Oregon.**

KEY #882491

ACCT #3909-007CB-14200

SUBJECT TO: all those items of record and those apparent upon the land, if
any, as of the date of this deed and those shown below, if any:

**SEE EXHIBIT "A" ATTACHED FOR DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS WHICH ARE MADE A PART HERE OF BY THIS REFERENCE.**

and the grantor will warrant and forever defend the said 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.

The true and actual consideration for this conveyance is \$ **48,600.00.**

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT
IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR
ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY
SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY
APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST
PRACTICES AS DEFINED IN ORS 30.930.

Dated this 9th day of May, 2002.

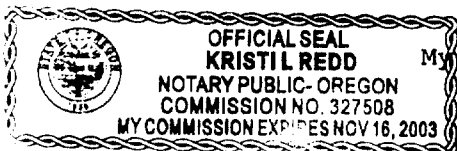
KLAMATH BASIN HABITAT FOR HUMANITY,
INC., an Oregon nonprofit corporation

BY: FRAN COKER, PRESIDENT
FRAN COKER, PRESIDENT

State of Oregon
County of KLAMATH

This instrument was acknowledged before me on May 9, 2002 by FRAN
COKER AS PRESIDENT OF KLAMATH BASIN HABITAT FOR HUMANITY, INC..

Kristi L. Redd
(Notary Public for Oregon)



My commission expires 11/16/2003

**DECLARATION OF
COVENANTS, CONDITIONS, & RESTRICTIONS
(CC&R'S)**

In an effort to maintain and preserve property value and to reflect a positive image of Klamath Basin Habitat for Humanity in the neighborhood and the community, these COVENANTS, CONDITIONS, & RESTRICTIONS (hereafter known as CC&R's) have been established. These CC&R's are intended to promote safety, well-being, and good order for all homeowners. The CC&R's apply to owner, owner's children and visitors alike.

1. **DISTURBING THE PEACE.** Disturbing the peace and tranquility of the neighborhood is not permitted. The generation of excessive and unnecessary noise and raucous behavior by individuals or other sources attributable to a homeowner or visitor shall be deemed to constitute a disturbance of the peace by this condition.
2. **LIVESTOCK, POULTRY, PETS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for dogs, cats, or other household pets provided they are not kept, bred, or maintained for any commercial purpose. The number of household pets allowed shall not exceed two (2). All pets outdoors must be confined to the property by a secure fence. Homeowners must abide by the City of Klamath Falls leash law. Doghouses must be built in a style that compliments the architectural style of the home and should be in an enclosed area.
3. **DISCHARGE OF FIREARMS.** Discharge of firearms, air rifles, pistols, CO-2 arms, bows and arrows, sling shots, BB or pellet type guns on any homeowners' property is strictly prohibited.
4. **UNSIGHTLY ITEMS / RUBBISH REMOVAL.** No property shall be used or maintained as dumping ground for rubbish, trash, appliances, garbage, interior furniture, or other waste except in trash containers. Each homeowner will provide their own trash container with secure lids. Wood piles will be allowed only if there is an interior fireplace and shall be stacked on the homeowner's side of the property. Placement of clotheslines will be on a fixed clothesline in the back yard. Clothes may not be hung from fencing, hedges, or trees.
5. **FENCES AND HOME ADDITIONS.** Fences must be built according to fence designs approved by Klamath Basin Habitat for Humanity and must be no higher than Five (5) feet. Any plans for additions or other structural changes must be submitted in writing to the Klamath Basin Habitat for Humanity Board of Directors 30 days before the intended day of construction and approved before construction begins.
6. **REPAIR AND MAINTENANCE OF BUILDINGS.** A mutually acceptable licensed, bonded contractor must perform any repair or maintenance that requires a permit from the City of Klamath Falls. Any exception requires prior approval for the Klamath Basin Habitat for Humanity Board of Directors.

7. **VEHICLES.** All motorized vehicles shall be licensed in accordance with the laws of the State of Oregon. Leaving a non-working vehicle on the property for more than 45 days is prohibited. Motor homes, campers, trailers, and camping equipment may not be used for living accommodations on homeowner property. Repairing disabled vehicles must be done in an enclosed area such as a backyard or enclosed garage, and not in the common driveway or street.
8. **YARD CARE.** Each homeowner is responsible for landscaping and maintaining the yard in an acceptable manner. This includes, but is not limited to, watering on assigned days and mowing the lawn as required on a regular basis. No appliances or debris are to be in the yard or outside the house.
9. **OCCUPANCY.** No homeowner shall occupy, use, or permit their lot or any part thereof to be used for any purpose other than a private residence for the owner, owner's family, or owner's guests. Any exception requires prior approval from the Klamath Basin Habitat for Humanity Board of Directors.
10. **OREGON CRIMINAL CODE.** The Oregon Criminal Code as set forth in O.R.S. Chapters 162 through 167 are part of the restrictions of Klamath Basin Habitat for Humanity homeowners, any violation of which may be treated as an infraction thereunder in addition to the penalties prescribed by the Criminal Code itself.

ENFORCEMENT. This Declaration shall be specifically enforced by Declarant, any owner of a Habitat for Humanity home, or by the Klamath Basin Habitat for Humanity. Any breach of this declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal, or the enjoining of any offending improvement or condition. In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the court.

MEDIATION FIRST INVOLVING DISPUTES. It is agreed that as a first step, any disputes will be mediated before any legal action is taken. The mediation will be performed by a mutually acceptable, certified mediator.

AMENDMENTS AND/OR REVISIONS TO THESE COVENANTS, CONDITIONS, and RESTRICTIONS. It is agreed that discussion between the parties will precede any proposed changes to this document and neither party can make changes without written approval.

The undersigned has read and understands these CC&R's and acknowledges receipt of signed copy thereof.

Debra Kay Duckett
Homeowner

5/9/2002
Date

Iron Cobra PRESIDENT
Klamath Basin Habitat for Humanity

May 9, 2002
Date