

1 THIS INDENTURE WITNESSETH, That CALVIN L. HUNT and CORINNE C. HUNT, husband
2 and wife, hereinafter known as Grantors for and in consideration of the sum of
3 Ten Dollars to them paid, have bargained and sold, and by these presents do
4 grant, bargain, sell and convey unto RICHARD C. BEESLEY and WAYNE H. BLAIR,
5 their heirs and assigns, the following described premises, situated in Klamath
6 County, Oregon, to-wit:

7 A portion of Sections 17, 18, 19 and 20, Township 39 South, Range 9, E.W.M.,
8 Klamath County, Oregon, more particularly described as follows:

9 Beginning at an iron pin at the intersection of the Northerly right-of-way
10 line of Joe Wright Road with the Easterly right-of-way line of the Dalles-Calif-
11 ornia Highway #97 in the NE 1/4 of Section 19, Township 39 South, Range 9, E.W.M.;
12 thence North 3°38' East, along the Easterly right-of-way line of said Dalles-
13 California Highway, a distance of 1220.68 feet to a point; thence East a distance
14 of 2457.0 feet, more or less, to the Northwesterly right-of-way line of the
15 Southern Pacific Railroad; thence Southwesterly along said Northwesterly right-
16 of-way line to the North right-of-way line of Joe Wright Road; thence West and
17 Northwesterly along said right-of-way line to the point of beginning. Said
18 tract containing 66.5 acres, more or less.

19 SUBJECT TO: Contract and/or lien for irrigation and/or drainage; and easements
20 and rights of way of record and those apparent on the land, if any there may be
21 and to the following building and use restrictions which grantees, their heirs,
22 grantees and assigns covenant and agree to observe and comply with, and which
23 shall run with and bind the lands herein sold and each part and parcel thereof
24 for the benefit of said lands and also, for the benefit of the lands retained
25 by grantors in Sections 17, 18 and 20, and each part and parcel of said lands,
26 to-wit:

27 (1) That said premises will be used solely for recreational, residential, commer-
28 cial or farming purposes;

29 (2) That all of said land hereafter subdivided or sold for residential purposes
30 shall be subject to the following building and use restrictions:

31 (a) Each such lot shall contain not less than 7,000 square feet and
32 shall not be less than 100 feet long and 70 feet wide;

(b) No building shall be located on any such lot nearer than 15 feet
to any lot line;

(c) That not more than one single family residence shall ever be erected
thereon; that the ground floor area of such residence, exclusive of open
porches and garages shall not be less than 1,000 square feet;

(d) That trash, garbage or other waste shall not be kept, except in
sanitary containers; that incinerators or other equipment for the
storage or disposal of such materials shall be kept in a clean and
sanitary condition; that lavatories and toilets shall be built indoors
and connected with outside septic tanks and shall be constructed, used
and maintained in conformity with and so as to comply with all appli-
cable laws and regulations;

(3) Commercial use shall be deemed to be the following uses and no others:

(a) Retail Store;

(b) Service Station for the sale of petroleum products and/or garage for the assembly, repair and painting of automobiles and trucks, provided that all oil changing, greasing, assembly, repair and painting is done within an enclosed building;

(c) Motels and Hotels;

(d) Restaurant or Cafe, including "Drive-Ins";

(e) Cocktail Lounge;

(f) Golf Course, Putting Green, Golf Driving Ranges and Miniature Golf Course;

(g) An Office or Clinic for the following only:
Architect, Accountant, Attorney, Dentist, Medical Doctor,
Engineer or Surveyor, Insurance Agent, Real Estate Agent;

(4) No objectionable odor, dust, smoke, cinders, exhaust fumes, noise or vibration shall be permitted on any of the premises herein sold;

(5) The foregoing covenants shall run with the land herein sold and shall be binding on all parties and all persons claiming under, by or through the grantees for a period of 30 years from this date. After which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of said premises and of the said premises retained by the grantors has been recorded in the official records of Klamath County, Oregon, agreeing to exchange said covenants in whole or in part.

(6) The covenants and restrictions above set forth shall be incorporated in and made a part of every deed or conveyance hereafter executed for the purpose of conveying said premises or any part or parcel thereof.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Richard C. Beesley and Wayne H. Blair, as tenants in common each to an undivided one-half interest, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, their heirs and assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances, except those above set forth, and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, They have hereunto set their hands and seals this 15th day of May, 1967.

STATE OF OREGON)
County of Klamath) SS

May 27, 1967

Personally appeared the above named Calvin L. Hunt and Corinne C. Hunt, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon

My Commission Expires: 11-29-67

Warranty Deed - Page 2.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Insurance Co.

this 4th day of October A.D., 1973 at 3:48 o'clock P.M., and duly recorded in

Vol. M 73, of Deeds on Page 13438.

WM. D. MILNE, County Clerk

By *[Signature]* Deputy

GANDONG, GANDONG
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

Return
to
1841 Mangrove
City