

THIS INDENTURE WITNESSETH, that WILLIAM K. JOHNSON and MABEL M. JOHNSON, husband and wife, hereinafter known as Grantors, for the consideration hereinafter recited have bargained and sold and by these presents do grant, bargain, sell and convey unto FRANK D. DeLONG and VELMA M. DeLONG, husband and wife, the following described premises, situated in Klamath County, Oregon, to-wit:

That portion of Tract A of Harriman Park Subdivision, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of that certain tract of land conveyed to Eugene F. Jensen et ux by Deed recorded in Vol. M-67 at page 8388 of Klamath County, Oregon Deed Records, which said corner is on the South line of the private 20 foot wide roadway; thence, South 43°10'00" West along the West line of said Jensen Tract a distance of 144.80 feet, more or less, to the Southwest corner of said tract, which said corner is situate on the North bank of the artificially constructed water channel; thence, running on said North bank of said water channel South 81°10'40" West a distance of 75.00 feet, more or less, to a one-half inch iron pin set on the North bank of said water channel; thence, North 41°01'41" East a distance of 146.90 feet, more or less, to a one-half inch pin set on the South line of said private 20 foot wide roadway; thence, North 85°20'00" East along the South line of said private roadway a distance of 77.0 feet, more or less, to the point of beginning.

TOGETHER WITH full but non-exclusive right of ingress and egress over the above mentioned private 20 foot wide roadway to Dugout Lane, and together with an easement for utilities 5 feet in width along the South line of said roadway, the North line of said easement being bounded by the South line of the roadway; and

TOGETHER WITH a non-exclusive easement of ingress and egress by water from and to Harriman Creek on said artificially constructed water channel, but reserving unto Grantors, their heirs and assigns, the right to use said water channel for the benefit of Grantors' remaining lands in Section 3, Twp. 36 S., R. 6 E.W.M., and the right to further construct and improve said channel to serve Grantors' said lands.

SUBJECT TO: Easements and rights of way of record and those apparent on the land and subject to an easement for utilities five feet wide across the premises herein sold, said easement to be bounded by the right of way line of said private 20 foot wide roadway; reservations in United States Patents; agreements relative to the raising and lowering of the waters of Upper Klamath Lake; agreement recorded December 19, 1952, in Vol. 258 at page 287 of Klamath County, Oregon Deed Records, as corrected by Agreement recorded December 27, 1955, in Vol. 280 at page 146 of said Deed Records, prohibiting the use of said premises for any resort or competing commercial use, as more specifically defined in said Agreement; and also to the following building and use restrictions, which grantees, their heirs, grantees and assigns covenant and agree to observe and comply with, and which shall run with and bind the land herein conveyed for the benefit of lands in Sec. 3, Twp. 36 S., R. 6 E.W.M., Klamath County, Oregon, retained by Grantors, and for the benefit of the tracts in said Sec. 3 heretofore conveyed by the Grantor, William K. Johnson, to other purchasers, and for the benefit of each and every part and parcel of said lands, to-wit:

(1) That said premises will be used solely as a residence or summer home site;

(2) That said premises shall never be subdivided, nor shall any less portion than the whole thereof ever be sold, leased or conveyed;

1 (3) That no building except one residence or summer home and the usual and
2 necessary outbuildings incidental thereto shall ever be erected thereon;
3 that the ground floor of such residence or summer home, exclusive of open
4 porches and garages, shall not be less than 400 square feet; that all
5 construction, finish and materials shall be of first class quality; that
6 all structures, except those finished in shingles, shakes or logs, shall
7 be painted with at least two coats of paint, varnish or stain. External
8 construction of all structures, including the painting thereof, shall be
9 fully completed within two years from the start of said construction;

6 (4) That no building shall be erected within 10 feet of any exterior
property line;

8 (5) That no unlawful, noxious or offensive activity shall be carried on
upon said premises, nor shall anything be done thereon which may be or
become an annoyance or nuisance to the neighborhood;

10 (6) That trash, garbage or other waste shall not be kept, except in sani-
11 tary containers; that incinerators or other equipment for the storage or
12 disposal of such materials shall be kept in a clean and sanitary condi-
13 tion; that lavatories and toilets shall be build indoors and connected
with outside septic tanks and shall be constructed, used and maintained
in conformity with and so as to comply with all applicable laws and
regulations;

14 (7) That the boat slip for boat moorage shall not extend more than 10
15 feet into said artificially constructed water channel and that grantees,
16 their heirs, grantees and assigns, covenant and agree to use said water
channel in a reasonable manner so as not to interfere with the use of said
channel by the grantors and their heirs, grantees and assigns, or by
other landowners on said channel;

17 (8) That the foregoing covenants and restrictions shall be incorporated
18 in and made a part of every deed and conveyance hereafter executed for
the purpose of conveying these premises.

19 The True and Actual Consideration for this Transfer is \$5,000.00.

20 TO HAVE AND TO HOLD the said premises with their appurtenances unto the said
21 grantees as an estate by the entirety. And the said grantors do hereby covenant,
22 to and with the said grantees, and their assigns, that they are the owners in
23 fee simple of said premises; that they are free from all incumbrances, except
24 those above set forth, and that they will warrant and defend the same from all
25 lawful claims whatsoever, except those above set forth.

26 IN WITNESS WHEREOF, They have hereunto set their hands and seals this 30th
27 day of April, 1969.

William K. Johnson (SEAL)

Mabel M. Johnson (SEAL)

30 STATE OF OREGON)
County of Klamath) SS April 30, 1969

31 Personally appeared the above named William K. Johnson and Mabel M. Johnson,
32 husband and wife, and acknowledged the foregoing instrument to be their volun-
tary act and deed.
Before me:

GARLAND, GARONGE
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE

(SEAL)
My Commission Expires:

Marguerite E. Ruger Notary Public for Oregon
Marguerite E. Ruger
Notary Public - Oregon
My Commission Expires 12-26-71

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of
July A.D., 1978 at 10:58 o'clock A.M., and duly recorded in Vol. M73
of Deeds on Page 15427.

FEE \$6.00

WM. D. MILNE, County Clerk
By Bernetha Heloch Deputy