

STEWART'S ADDITION

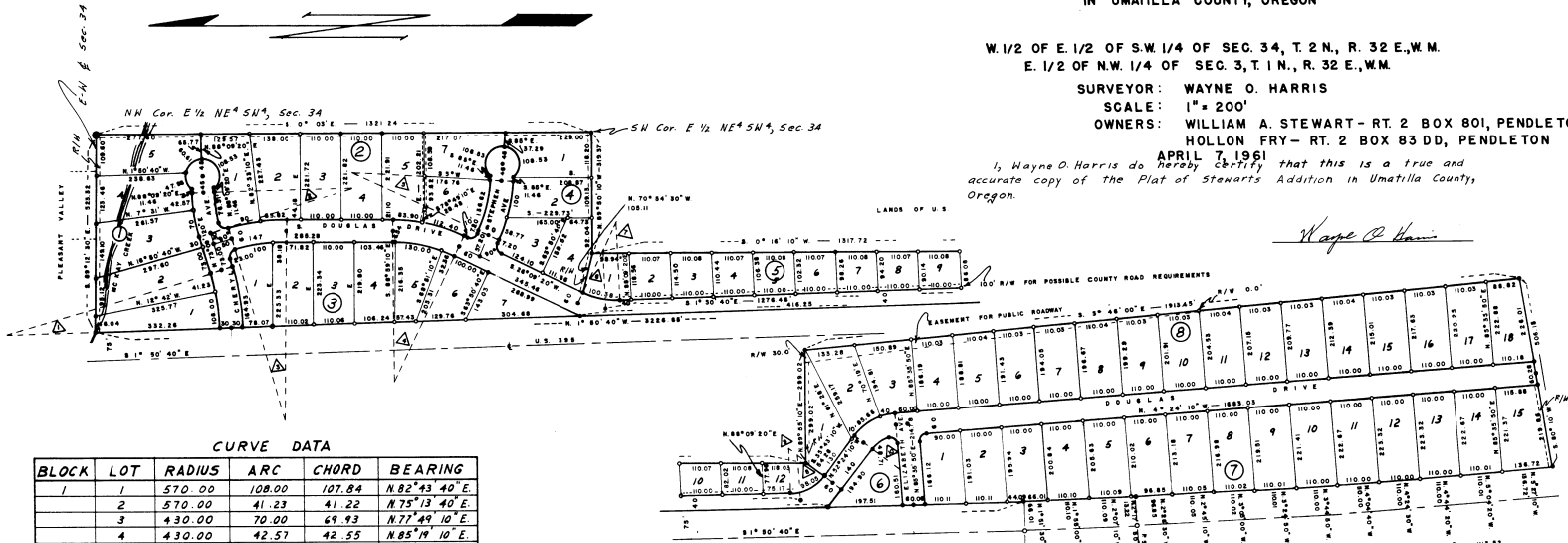
IN UMATILLA COUNTY, OREGON

W. 1/2 OF E. 1/2 OF S.W. 1/4 OF SEC. 34, T. 2 N., R. 32 E., W. M.
 E. 1/2 OF N.W. 1/4 OF SEC. 3, T. 1 N., R. 32 E., W. M.

SURVEYOR: WAYNE O. HARRIS
 SCALE: 1" = 200'
 OWNERS: WILLIAM A. STEWART - RT. 2 BOX 801, PENDLETON
 HOLLON FRY - RT. 2 BOX 83 DD, PENDLETON

APRIL 7, 1961
 I, Wayne O. Harris do hereby certify that this is a true and accurate copy of the Plat of Stewart's Addition in Umatilla County, Oregon.

Wayne O. Harris



CURVE DATA

BLOCK	LOT	RADIUS	ARC	CHORD	BEARING
1	1	570.00	108.00	107.84	N. 82° 43' 40" E.
1	2	570.00	41.23	41.22	N. 75° 13' 40" E.
1	3	430.00	70.00	69.93	N. 77° 49' 10" E.
1	4	430.00	42.57	42.55	N. 85° 14' 10" E.
1	4	45.00	47.93	45.70	N. 70° 28' 50" E.
1	5	45.00	60.61	56.13	N. 40° 25' 30" W.
2	1	370.00	76.31	76.17	S. 82° 14' 50" W.
2	1	530.00	10.00	89.89	S. 11° 58' 50" W.
2	1	19.46	31.65	28.27	S. 29° 44' 50" E.
2	2	530.00	65.82	65.78	N. 3° 33' 30" W.
2	5	430.00	83.90	83.77	S. 5° 38' 20" W.
2	6	430.00	112.40	112.08	N. 18° 40' 00" E.
2	6	370.00	136.62	135.84	S. 74° 25' 20" E.
2	6	20.00	31.42	28.28	S. 18° 50' 40" E.
2	7	45.00	108.53	84.07	S. 64° 05' 40" E.
3	1	430.00	164.93	164.44	N. 80° 39' 20" E.
3	1	470.00	100.00	99.80	S. 10° 45' 00" E.
3	1	20.00	31.42	28.28	S. 61° 50' 40" E.
3	2	470.00	38.18	38.17	S. 2° 19' 40" E.
3	4	370.00	6.54	6.54	S. 0° 30' 20" W.
3	5	370.00	130.00	129.53	S. 11° 04' 40" N.
3	6	370.00	32.36	32.35	S. 23° 39' 00" W.
4	1	45.00	108.53	84.07	S. 74° 05' 40" W.
4	2	430.00	100.00	99.77	N. 78° 20' 20" W.
4	3	430.00	58.77	58.73	N. 67° 45' 40" W.
4	3	20.00	31.42	28.28	N. 71° 04' 20" E.
5	1	205.41	100.38	99.39	S. 12° 04' 20" E.
5	12	113.67	98.05	97.08	N. 27° 07' 30" W.
6	1	40.00	49.32	48.71	S. 67° 42' 10" E.
6	1	20.00	37.22	32.07	S. 32° 17' 50" W.
6	7	20.00	31.42	28.28	S. 44° 24' 10" E.
6	2	150.00	85.66	84.50	S. 34° 02' 30" E.
8	3	150.00	40.00	39.88	N. 12° 02' 30" W.
8	2	45.00	108.53	84.07	S. 67° 18' 00" W.
9	1	400.00	157.08	156.53	N. 80° 39' 20" E.
9	2	400.00	104.72	104.42	N. 80° 39' 20" E.
9	3	167.50	147.00	146.51	S. 8° 35' 20" E.
9	4	267.00	400.00	181.02	S. 13° 04' 40" W.
9	5	217.00	400.00	147.61	S. 34° 02' 30" E.
9	6	150.00	73.30	72.58	N. 12° 04' 20" E.
9	7	205.41	100.38	99.39	S. 12° 04' 20" E.
9	8	505.30	111.12	109.30	N. 27° 07' 30" W.
9	9	505.30	111.12	99.08	N. 27° 07' 30" W.
10	48	120.00	100.53	97.62	N. 28° 24' 10" W.

LEGEND.

- o 1/2" x 24" iron pin
- * 5/8" x 30" iron pin
- RIM Utility Easement, 10'
- ⊙ Initial point 2" x 3/8" pipe
- △ Denotes curve

STATE OREGON SS
 COUNTY OF UMATILLA

I, Wayne O. Harris, being first duly sworn, depose and say: That I correctly surveyed and marked with proper monuments as indicated on the accompanying Plat of STEWART'S ADDITION in Umatilla County, Oregon; the lands indicate thereon; that the initial point of this survey is 2" x 3/8" iron pipe set 6" below the surface of the ground; said point is the NW Corner of the E. 1/2 of the NE 1/4 of the S.W. 1/4 of Sec. 34, T. 2 N., R. 32 E., W. M.; that the exterior boundaries of the land hereby platted are as follows:
 Beginning at the above described initial point and running thence S. 0° 03' E - 1321.24 to the S.W. Cor. of E. 1/2 of S.W. 1/4 of said Sec. 34; thence N. 87° 50' 10" W - 318.27 to the NW. Cor. of E. 1/2 of W. 1/2 of SE. 1/4 of S.W. 1/4 of Sec. 34; thence S. 0° 16' 10" W - 1317.72 to the S.W. Cor. of E. 1/2 of S.W. 1/4 of SE. 1/4 of S.W. 1/4 of Sec. 34; thence N. 87° 55' 10" E - 299.02 to U.S. Biological Survey Monument # 29, said monument being the Northwest corner of that tract of land taken by the United States of America by order of the District Court of the United States for the District of Oregon and recorded in Book 131, Page 308 of the Deed Records of Umatilla County, Oregon; thence S. 5° 54' E. along the Westerly line of said tract 1912.45 to an angle point in said line; thence S. 80° 10' W. along said United States line 506.15 to a point on the Easterly right of way line of U.S. Highway 395; thence Northwest along a 19,023.59 radius curve to the right, the chord bears N. 3° 58' 20" W. a distance of 113.52; a distance of 113.64; thence along a 75.00' offset of a 300.00' spiral curve, the long chord bears N. 1° 59' 40" W. a distance of 299.41; a distance of 299.41; thence N. 1° 50' 40" W. a distance of 3226.65 to a point on the North line of said W. 1/2 of NE. 1/4 of S.W. 1/4; thence S. 84° 12' 30" E. along said North line a distance of 523.32 to the point of beginning.
 All being in the S.W. 1/4 of Sec. 34, T. 2 N., R. 32 E. and the NW 1/4 of Sec. 3, T. 1 N., R. 32 E. of the Willamette Meridian, County of Umatilla, State of Oregon.

Wayne O. Harris
 Registered Land Surveyor No. 346
 State of Oregon

Subscribed and sworn to on this 25th day of April, 1961
Arthur R. Baranov
 Notary Public for Oregon
 My commission expires December 15, 1962

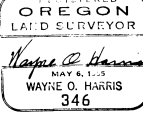


I, Wayne O. Harris, County Surveyor, do hereby certify that I have carefully examined the accompanying Plat of Stewart's Addition of Umatilla County, Oregon; that it complies with the laws of The State of Oregon with reference to filing and recording of such Plats; and I therefore approve said Plat for the approval of The County Court of Umatilla County, Oregon.

Dated April 25 1961
Wayne O. Harris
 County Surveyor of Umatilla County

Approved this 21 day of April, 1961
Anton Gud
 City Engineer of Pendleton, Oregon

The accompanying Plat is approved by resolution of the under-signed, duly adopted this 21 day of April, 1961 and report of said appraisal filed.



CITY PLANNING COMMISSION OF PENDLETON, OREGON
 President: *W. W. ...*
 Secretary: *Margaret Christy*

STATE OF OREGON)
 COUNTY OF UMATILLA)
 I, Not. Public, do hereby certify that this instrument was filed for record in Book _____ Page _____ of said County in _____
 Recorder of Conveyances
 By _____ Deputy
 Fee \$ _____ No. _____

I, Lloyd E. Stafford, Assessor, and I, Roy Johnson, Sheriff of Umatilla County, Oregon do hereby certify that we have examined the tax records relative to the land covered by the accompanying Plat and that all moneys due for State and County Taxes and assessments that could now constitute a lien on said land have been paid, and we hereby approve of said Plat.

Dated April 25, 1961
Lloyd E. Stafford, Assessor
Roy Johnson, Sheriff
By W. K. Bird, Deputy

This is to certify that the accompanying Plat is approved for filing and record in the "Record of Town Plats" of Umatilla County, Oregon by the Undersigned by its order dated _____, 1961, Recorded in County Court Journal Page _____.



W. R. Cook, County Judge
J. B. Taylor, County Commissioner
Carl B. Smith, County Commissioner

ATTEST:
I, Jessie M. Bell, County Clerk of Umatilla County, Oregon do hereby certify that the above named were on the date said order above specified and now are the duly qualified, elected, sworn and acting Judge and Commissioners of said County, and that the seal hereto affixed is the seal of my office.

Jessie M. Bell, County Clerk, Umatilla County, Oregon
By Fern Maabow, Deputy

The accompanying Plat is approved by resolution of the undersigned, duly adopted this _____ day of _____, 1961, and report of said approval filed.

William A. Stewart, Secretary
COUNTY PLANNING COMMISSION OF UMATILLA COUNTY, OREGON

DECLARATION AND DEDICATION:
STEWARTS ADDITION

Know all men by these presents - That William A. Stewart and Madeline I. Stewart, husband and wife, Hollan Fry and Bessie Fry, husband and wife (hereinafter designated "Dedicators") as owners of the real property lying within the boundaries of the platted area on the attached Plat (which land is hereinafter referred to as "Said Addition"), do hereby adopt said Plat and the general plan of improvement, use and restriction of the use as shown in said Plat and as herein stated. Dedicators declare that such general plan is hereby impressed and fixed on said Addition and each part thereof, and that all of the dedicators successors, representatives, and assigns shall take title subject to such general plan, whether or not the same specifically mentioned in any deed of conveyance to any such successors, representatives and assigns.

Dedicators do hereby reserve for themselves and for their heirs, successors and assigns the right to waive any one or more of the restrictive or protective covenants herein set forth as any or all of such covenants may apply to any of dedicator's lots or any portion thereof without notice to and without obtaining consent of the owners of any of the other lots in said Addition, or any other person or agencies. Such waivers shall be in such written form as may be entitled to record, and may be either permanent, temporary, or conditional, and may be made either at the time of conveying the property or at a later date. Such waivers shall not be effective until recorded in the office of the County Recorder in Umatilla County, Oregon.

I. Except as in this Declaration stated, each of the restrictive and protective covenants shall run with the land and shall be binding upon all parties and persons claiming any interest in any lot in said Addition or in any portion of

any lot therein.

2. The restrictive and protective covenants shall be as follows:
a. There shall be erected on each lot one, and only one residential unit for one family only and may not be moved thereon from elsewhere, and said building shall be constructed entirely upon the premises and shall contain not less than 1250 square feet of floor space on its first or main floor and shall not exceed one and one half stories in height as the term is generally understood by the architectural profession. For this purpose, any such residential building containing any sleeping or dwelling quarters (open unroofed decks excepted) above the level of the first floor, shall constitute a building more than one story in height, provided that this provision shall not preclude daylight basements or spill level houses. For the purpose of computing said minimum requirements of floor area included in the first or main floor level (measurements to be taken from the outer face of the exterior walls), including chimneys, and garages which constitute an integral part of the residential structure, and any area above or below the first or main floor and level.

b. That no residence building or outbuilding thereof or any part thereof shall be located nearer than thirty feet (excepting all of Block I and Lots 5-9 of Block 5, which shall be twenty feet) to the front line of any lot, or nearer than fifteen feet to any side street or nearer than five feet to any side lot line, or nearer than fifteen feet to any rear lot line, unless more than one lot be used for one building unit, in which event the building on the lot line or lines separating the lots being built on will be permitted, provided that the setbacks here described shall be in full force and effect as if the multiple lots were one lot.

c. That the exterior surface of every building erected or placed on any lot or lots, or portion thereof, in said Addition, unless of brick, stone, tile, masonry, stucco, or cement, shall be painted or stained, and the painting and staining thereof shall be completed within twelve months from the date of commencement of the construction of such building.

d. No wall or fence shall be erected or maintained to the rear of the building set-back line of a height to exceed six feet. Between the front building set-back line and the street lot line, a fence not to exceed three feet in height may be erected.

All lots or portions thereof in said Addition shall be used and occupied for residential purposes only, and no structure or building, or any part thereof, on any lot or lots, or part thereof in said Addition shall be used or occupied as an apartment house, double house or duplex, flat, lodging house, hotel, motel, store, sales yard, warehouse, hospital, institution, tavern, public house, garage, service station, place for public amusement, or as a place for a manufacturing, commercial or professional enterprise of any nature whatsoever, except for the establishment of public parks.

f. That no cow house or shed, pigpen or enclosure of any kind whatsoever, except said dwelling house and customary out-buildings thereof, and the yard and garden of said house, and fences and walls surrounding the same, shall be built, erected or maintained on any lot or lots, or portions thereof, in said Addition.

g. That no obnoxious or unsightly outbuildings shall be erected or placed on any lot or lots, or portions thereof in said Addition. That no obnoxious or offensive trade or activity shall be carried on upon any lot or lots, or portions thereof in said Addition, nor shall any thing be done thereon which may be or become an annoyance or a nuisance to the neighborhood. All premises shall be kept in a clean and orderly condition, and all growth of weeds shall be cut down or burned, and the premises shall at all times be kept in a neat and orderly condition, and no unsightly structure or properties of any kind may be stored upon said property which may or could detract from the value of surrounding properties, and any such storage shall be and does, constitute a nuisance.

h. That no animals or livestock shall be kept on any of said lots, nor on any portion thereof if the same produce an odor, noise, or unsanitary condition operating to disturb the reasonable comfort of any occupant of any other lots; no kennels, dairy stable, barn or hut shall be erected or maintained on any of said lots or any portion thereof, nor shall dogs, cats, horses, cows, rabbits or other domestic animals ever be kept thereon; except that the restrictions in this subparagraph shall not be construed to prohibit ordinary household pets or horses, except that horses will be restricted to Block I and lots 5-9, Block 5, as long as the same do not constitute an annoyance or nuisance.

i. That no structure, tent, trailer or living quarters, permanent or temporary, shall be placed on any lot or lots, or portions thereof, in said Addition and used for residence purposes prior to the erection and completion of the main residence thereon, or at any time thereafter.

j. All wells are to be drilled and cased in conformance with standard specifications of The American Waterworks Association.

k. Each dwelling constructed on each lot shall install for the disposal of sewage a septic tank, which shall conform to the requirements of The Oregon State Board of Health, and when a public sewer main shall be installed to serve said tract, each dwelling house thereafter shall promptly and properly connect with said sewer main. Oil drilling, oil development operations, refining, mining operations of any kind, tunnels, mineral excavations, shafts and borings shall not be permitted.

l. That no advertising signs shall be erected upon any of said lots or any portion thereof or upon any buildings or improvements located thereon, save and except name plates and "For Sale or For Rent" signs, all of which are to be, to relate, and to apply, and to be restricted to the lot or lots on which the same are placed.

m. That no rubbish or debris of any kind shall be placed or be permitted to accumulate on any of said lots.

n. Lots may be subdivided for expansion or additional areas, but no residential unit may be constructed or maintained or occupied on an area less than the area of a lot platted in this subdivision.

Said covenants are for the benefit of each and all of the owners of the lot or lots, or portion thereof in said Addition, and may be enforced by any one or more of them.

In the event of violation of any covenant contained in the Declaration, actual damage to any other lot owner in said Addition shall be conclusively presumed, and the value of said damage shall be presumed to be in an amount of at least ten dollars or in such greater amount as a court or jury may properly determine.

It shall be lawful not only for Dedicators and their successors in interest, but also for the owners of any lot or lots in said Addition at any time to institute or prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any of said covenants when effective. No covenant shall be enforced for damages against the Dedicators.

Time and the strict, prompt and punctual performance and observance of each and all of the covenants herein contained to be kept, performed and observed by the parties affected hereby are in each and every case of the essence of this Declaration.

Invalidation of any one of these covenants, or any part thereof by judgement, decree or court order, shall not invalidate any other covenant.

In witness whereof Dedicators have set their hands and seals this 12th day of May, 1961.

William A. Stewart, Hollan Fry
Madeline I. Stewart, Bessie Fry

Subscribed and sworn this 12th day of May, 1961.
William A. Stewart, Notary Public for Oregon

My commission expires _____

STATE OF OREGON
COUNTY OF UMATILLA }
I, Jack Felson, Recorder, certify that this instrument was filed for record on _____
at 10:30 o'clock AM in the second of _____ of said County in Book _____ Page 30
By _____ Recorder of Commissions
_____ Deputy
Fee \$1.00 No. _____