

CREST-VIEW

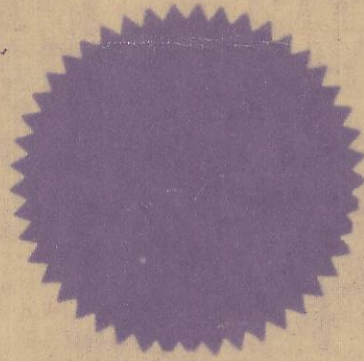
A TRACT OF LAND IN THE
N.W. 1/4 SEC. 16 T.2N., R.32E., WM.
UMATILLA CO. OREGON
SCALE 1"=100' JULY 1956
PETTIJOHN ENGINEERING COMPANY

(U.S. GOV'T COR.)
N 1/4 COR SEC. 16
T.2N., R.32E., WM

I, N.W. PETTIJOHN, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT THIS TRACING IS A TRUE AND EXACT COPY OF THE PLAT OF CREST-VIEW.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF Aug. 1956.

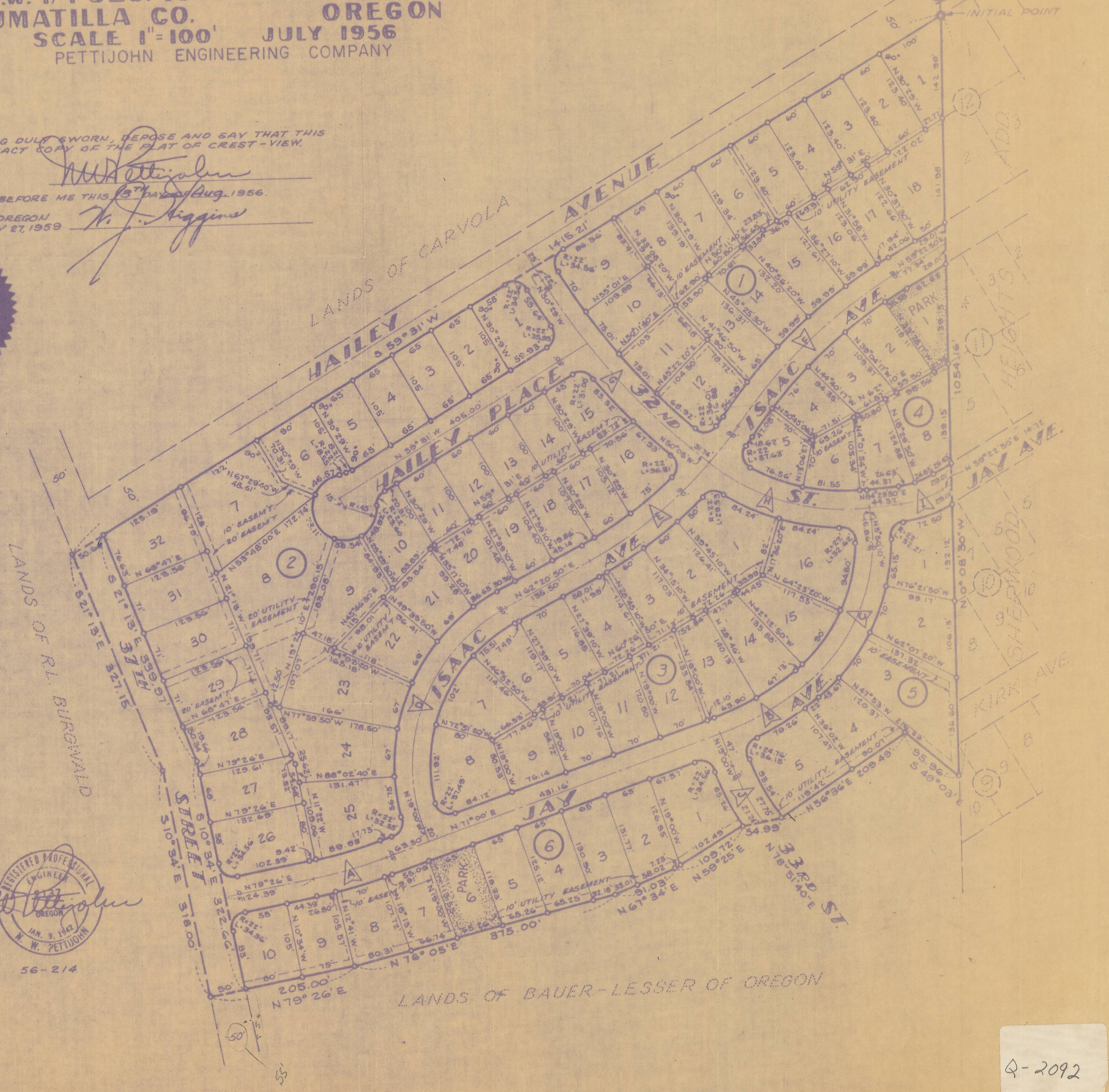
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES JULY 27, 1959



56-214

CURVE DATA

A	R 700.00' S 51.61' L 103.03' L.C. 102.95' Δ 8°26' D 8°11'05"	F	R 741.18' S 156.82' L 309.08' L.C. 306.86' Δ 23°53'35" D 7°43'50"
B	R 400.00' S 70.53' L 139.63' L.C. 138.92' Δ 20° D 14°19'25"	G	R 916.23' S 158.26' L 313.43' L.C. 311.90' Δ 19°36' D 6°15'10"
C	R 256.65' S 137.91' L 253.10' L.C. 242.96' Δ 56°30'10" D 22°19'30"	H	R 297.62' S 124.56' L 235.95' L.C. 229.80' Δ 45°25'10" D 19°15'
D	R 250.00' S 214.83' L 354.94' L.C. 325.87' Δ 81°20'50" D 22°55'10"	I	R 142.41' S 31.73' L 62.44' L.C. 61.94' Δ 25°07'20" D 40°14'
E	R 600.00' S 143.31' L 281.33' L.C. 278.78' Δ 26°51'55" D 9°33'	J	R 308.68' S 44.36' L 89.30' L.C. 88.99' Δ 16°34'30" D 18°33'45"



SEP 2, 1958
N.W. Pettijohn
12100

Q-2092

CREST-VIEW
 A TRACT OF LAND IN THE
 NW. 1/4 SEC. 16 T.2N., R.32E., W.M.
 UMATILLA CO., OREGON
 JULY-1956
 PETTIJOHN ENGINEERING COMPANY

DECLARATION AS TO RESERVATIONS, RESTRICTIONS AND COVENANTS

BAUER-LESSOR OF OREGON, A PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, That Bauer-Lessor of Oregon, a partnership (hereinafter designated as "dedicator") as the owner of the property within the boundaries of the area platted on the accompanying Plat, which land is hereinafter referred to as "said addition", does hereby adopt the accompanying plat and the general plan for the improvement, use, and restriction of use of said addition as shown on said Plat and as in this Declaration set forth. Dedicator hereby declares that such general scheme and plan is now hereby impressed and fixed on all of said addition and each part thereof, and that all of dedicator's successors, representatives, and assigns shall take title subject to such general scheme and plan, even though no reference to such plan shall be in any deed of conveyance to any such successor, representative or assign.

1. Except as in this Declaration stated each of said restrictive and protective covenants shall run with the land and shall be binding upon all parties and person claiming any interest in any lot in said addition or in any portion of any lot therein.

2. Said restrictive and protective covenants shall be as follows:

(a) That the main residence building placed on any lot or lots or portion thereof in said addition shall be constructed thereon and not be moved thereon from elsewhere and it shall contain not less than 1,000 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 residence 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 split level houses. For the purpose of computing said minimum requirements of floor area include the first or main floor level (measurements to be taken from the outer faces of exterior walls) including chimneys, cellars, open porches, open patios and garages which constitute an integral part of the residence structures, and any area above or below the first or main story or level.

(b) That no main residence building or outbuilding thereof, or any part thereof, shall be located nearer than 20 feet to the front line of any lot or nearer than 15 feet to any side street line of any lot, nor nearer than 5 feet to any side lot line (which side lot line adjoins another lot), nor nearer than 5 feet to any rear lot line, unless more than one lot be used for one building unit, in which event building on the lot line or lines separating the lots being built on, will be permitted, provided that the set backs may be varied to no nearer than 15 feet to front line nor 10 feet to side streets line upon approval of the City of Bendition, Oregon, Planning Commission.

(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 or staining thereof shall be completed within nine (9) months from the date of commencement of construction of such building.

(d) No building, fences, outbuildings or other structures or additions or changes thereto shall be erected, altered, made or placed upon any building plot in this addition until the building plans and specifications and plot plan showing the location of such building, have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in the addition and as to location of the building with respect to topography and finished ground elevation, by an architectural committee hereinafter referred to as committee, composed of

Bruce Bauer, J. W. Owen and J. E. Paul
 or by a representative designated by a majority of the members of said committee and in the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location; or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of each committee, and of its designated representative, shall cease on and after January 1, 1960. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereof, a written instrument shall be executed by the then record owners, of a majority of the lots in this addition and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

(e) No wall or fence shall be erected or maintained to the rear of the building set-back line at a height to exceed 6 feet. Between the front building set-back line and the street lot line a fence not to exceed 3 feet in height may be erected provided permission to do so is granted from the Architectural Committee established in these restrictions.

(f) That all lots or portions thereof, in said addition shall be used and occupied for private residence, church and school 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 public parks may be established.

(g) That no barn, stable, cow house, or shed, pen, piggery, or sheep, goat, horse or cattle barn, shed or yard; or any structure or enclosure of any kind whatsoever except said dwelling house and customary outbuildings therefor and the yard, lawn, or garden of said house, and fences and walls surrounding the same shall be built, erected or maintained on any lot or lots or portion thereof in said addition.

(h) That no obnoxious or unsightly outbuilding shall be erected or placed on any lot or lots or portion thereof in said addition.

(i) That no obnoxious or offensive trade or activity shall be carried on upon any lot or lots or portion thereof in said addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(j) That no poultry, animals, or livestock, shall be kept on any lot or lots or portion thereof in said addition; and no kennel, aviary containing more than 5 birds, dairy, stable, barn, or hutch shall be erected or maintained on any lot or portion thereof in said addition, nor shall dogs, cats, birds, horses, cows, poultry, rabbits or other domestic animals, or fowls ever be kept thereon, except that the restrictions in this sub-paragraph shall not be construed to prohibit ordinary household pets, as long as the same do not constitute an annoyance or nuisance.

(k) That no structure, tent, trailer, or living quarters, permanent or temporary shall be placed upon any lot or lots or portion thereof in such addition and used for residence purposes prior to the erection and completion of the main residence thereon or at any time thereafter.

3. An easement is hereby dedicated by the dedicators over and across certain lots and blocks as indicated and shown upon the plat of said addition, for sewers, water, electricity, light, gas, telephone and other utilities, their installation and maintenance, irrespective of whether the same may be installed before or after sale by the dedicators herein.

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

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

6. It shall be lawful not only for dedicator and dedicator's successor in interest, but also for the owner or 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 then effective. No covenant shall be enforced for damages against dedicator, but said covenant may be proceeded on for an injunction and specific execution thereof against dedicator or its successors, and also for damages against the party or parties violating the said covenant, or their heirs, executors or assigns.

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

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

IN WITNESS WHEREOF dedicator has caused its corporate name and seal to be affixed hereto this 25th day of Sept 1956, by its undersigned officers.

BAUER-LESSOR OF OREGON, a partnership

By Bauer Construction Co. Inc.

By J. D. J. J. J., President



Subscribed and sworn to before me this 25th day of Sept 1956

J. D. Higgins
 Notary Public in and for Oregon
 My Commission Expires July 27, 1959.

SURVEYORS CERTIFICATE:

I, N.W. PETTIJOHN, FIRST BEING DULY SWORN, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED IN THE ANNEXED MAP OF CREST-VIEW AND AT THE INITIAL POINT OF SAID SURVEY, I DROVE A GALVANIZED IRON PIPE 2 INCHES IN DIAMETER, 36 INCHES LONG, 8 INCHES BELOW THE SURFACE OF THE GROUND SAID INITIAL POINT BEING LOCATED S 0° 08' 30" E A DISTANCE OF 150.59 FEET FROM THE NORTH 1/4 CORNER OF SECTION 16 T.11N. R.32E. W.M. SAID INITIAL POINT BEING ON THE SOUTHERLY LINE OF HAILEY AVENUE THE PROPERTY PLATTED BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE ABOVE DESCRIBED INITIAL POINT; THENCE S 53° 13' 11" W ALONG THE SOUTHERLY LINE OF HAILEY AVENUE A DISTANCE OF 1415.2 FEET; THENCE S 11° 13' E A DISTANCE OF 327.15 FEET THENCE S 10° 34' E A DISTANCE OF 318.00 FEET; THENCE N 78° 26' E A DISTANCE OF 208.00 FEET; THENCE N 76° 05' E A DISTANCE OF 375.00 FEET; THENCE N 67° 34' E A DISTANCE OF 31.03 FEET THENCE N 53° 25' 00" E A DISTANCE OF 108.72 FEET THENCE N 78° 21' 30" E A DISTANCE OF 54.99 FEET; THENCE N 25° 13' E A DISTANCE OF 208.19 FEET THENCE S 49° 03' E A DISTANCE OF 35.96 FEET TO THE CENTER LINE OF SECTION 16, WHICH LINE IS ALSO THE WEST LINE OF SHERWOOD HEIGHTS; THENCE N 0° 08' 30" W ALONG SAID LINE A DISTANCE OF 1054.16 FEET TO THE POINT OF BEGINNING.

[Signature]
I HEREBY CERTIFY THAT THIS TRACING IS A TRUE COPY OF THE PLAT OF CREST-VIEW



PETTIJOHN ENGINEERING CO.
AT 20901, 4145 N. E. CHURCH RD.
PORTLAND 13, OREGON



SUBSCRIBED AND SWORN TO BEFORE ME THIS 30 DAY OF JULY 1956.
[Signature]
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES JULY 27, 1959

THE ACCOMPANYING PLAT IS HEREBY APPROVED BY RESOLUTION OF THE UNDERSIGNED ADOPTED ON THE 21 DAY OF JULY 1956 AND APPROVAL DULY FILED.

[Signature] CHAIRMAN
WILLIAM BROWN
CITY PLANNING COMMISSION OF THE CITY OF PENDLETON, OREGON.
[Signature] SECRETARY
DONALD HITCHMAN

I, D.W. DAVIS, AND I, ROY JOHNSON, RESPECTIVELY ASSESSOR AND SHERIFF OF UMATILLA COUNTY, OREGON, AND EACH HEREBY CERTIFY THAT WE HAVE EXAMINED THE TAX RECORDS RELATIVE TO THE LAND COVERED BY THE ACCOMPANYING PLAT AND THAT ALL MONIES 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 THIS 30 DAY OF JULY 1956.
1956-1957 Tax is a lien but not payable. All Taxes from July 1, 1955 to July 1, 1956 are paid.

[Signature] ASSESSOR
D.W. DAVIS
[Signature] SHERIFF
ROY JOHNSON
[Signature] DEPUTY
By Vera Hastings

APPROVED August 30, 1956 CHECKED & APPROVED JULY 21, 1956
[Signature] CITY ENGINEER
GERALD ULETT
[Signature] COUNTY SURVEYOR
WAYNE O'HARRIS

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT IS APPROVED FOR FILING AND RECORD OF TOWN PLATS OF UMATILLA COUNTY, OREGON, BY THE UNDERSIGNED BY ITS ORDER ON THE DAY OF JULY 1956, AND RECORDED IN THE COUNTY COURT JOURNAL.

[Signature] COUNTY JUDGE
D.R. COOK
[Signature] COUNTY COMMISSIONER
J.E. OLINGER
[Signature] COUNTY COMMISSIONER
ROSCOE KELLEY

ATTEST:
I, JESSIE M. BELL, COUNTY CLERK OF UMATILLA COUNTY, OREGON, DO HEREBY CERTIFY THAT THE ABOVE NAMED WERE ON THE DATE OF SAID ORDER ABOVE SIGNED AND NOW ARE THE DULY QUALIFIED, ELECTED, SWORN AND ACTING JUDGE AND COMMISSIONERS OF SAID COUNTY, THAT THE ABOVE SIGNATURES ARE THE GENUINE SIGNATURES THEREOF AND THAT THE SEAL HERETO AFFIXED IS THE SEAL OF MY OFFICE.

[Signature] County Clerk
JESSIE M. BELL
COUNTY CLERK, UMATILLA CO. OREGON
By Vera Hastings, Deputy

DEDICATION:

BE IT KNOWN: THAT BAUER CONSTRUCTION CO. INC., AND LOUIS LESSER ENTERPRISES LTD., CO-PARTNERS DOING BUSINESS AS BAUER-LESSER OF OREGON, AND RICHARD L. BURGWALD AND RUTH F. BURGWALD, HUSBAND AND WIFE, DO HEREBY MAKE, ESTABLISH AND DECLARE THE ANNEXED MAP OF CREST-VIEW AS DESCRIBED IN THE ACCOMPANYING SURVEYORS CERTIFICATE, A TRUE MAP AND PLAN THEREOF, ALL LOTS BEING OF THE DIMENSIONS SHOWN ON SAID MAP AND ALL STREETS, AVENUES, PARKS, AND EASEMENTS BEING OF THE DIMENSIONS THEREON SET FORTH, AND THE ABOVE NAMED DO HEREBY DEDICATE TO THE USE OF THE PUBLIC AS PUBLICWAYS FOREVER, ALL STREETS, AVENUES, PARKS AND EASEMENTS SHOWN ON SAID MAP.
IN WITNESS WHEREOF SAID BAUER CONSTRUCTION CO. INC., CO-PARTNER IN BAUER-LESSER OF OREGON HAS CAUSED THESE PRESENTS TO BE EXECUTED AND ITS CORPORATE SEAL HERUNTO AFFIXED THIS 30 DAY OF JULY 1956, AND SAID LOUIS LESSER ENTERPRISES LTD., CO-PARTNER IN BAUER-LESSER OF OREGON, HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND WILLIAM MALAT, GENERAL PARTNER IN SAID LOUIS LESSER ENTERPRISES LTD. HAS HERUNTO SET HIS HAND AND SEAL THIS 30 DAY OF JULY 1956, AND SAID RICHARD L. BURGWALD AND RUTH F. BURGWALD, HUSBAND AND WIFE HAVE HERUNTO SET THEIR HAND AND SEAL THIS 30 DAY OF JULY 1956.

[Signature]
B. H. BAUER
PRESIDENT
BAUER CONSTRUCTION CO. INC.
101 W. 37th ST., PORTLAND, OREGON
WITNESS

[Signature]
VERA STRADER
ASSISTANT SECRETARY
CORPORATE SEAL
WITNESS

[Signature]
WILLIAM MALAT
GENERAL PARTNER
LOUIS LESSER ENTERPRISES LTD.
101 WILSON BLVD. BEVERLY HILLS, CALIF.
WITNESS

[Signature]
RUTH F. BURGWALD
WITNESS
[Signature]
W.F. COOK
WITNESS

STATE OF OREGON
COUNTY OF MULTNOMAH - J.S.S.
BE IT REMEMBERED: THAT ON THIS 30 DAY OF JULY 1956, APPEARED B.H. BAUER AND VERA STRADER, TO ME PERSONALLY KNOWN, WHO BEING DULY SWORN DID SAY THAT HE, B.H. BAUER, IS THE PRESIDENT, AND HE DID SAY THAT VERA STRADER IS THE ASSISTANT SECRETARY OF BAUER CONSTRUCTION CO. INC. AND THE SEAL AFFIXED TO THE WITHIN INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID B.H. BAUER AND VERA STRADER DO ACKNOWLEDGE SAID INSTRUMENT TO BE A FREE ACT AND DEED OF SAID CORPORATION.
IN TESTIMONY WHEREOF: I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES JULY 2, 1957

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - J.S.S.
BE IT REMEMBERED: THAT ON THIS 30 DAY OF JULY 1956, APPEARED WILLIAM MALAT, TO ME PERSONALLY KNOWN, WHO BEING DULY SWORN DID SAY THAT HE IS A GENERAL PARTNER IN LOUIS LESSER ENTERPRISES LTD. TO ME KNOWN TO BE THE PERSON NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED SAID INSTRUMENT TO BE A FREE ACT AND DEED.
IN TESTIMONY WHEREOF: I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR CALIFORNIA
MY COMMISSION EXPIRES JUNE 13, 1958

STATE OF OREGON
COUNTY OF UMATILLA - J.S.S.
BE IT REMEMBERED: THAT ON THIS 30 DAY OF JULY 1956, APPEARED RICHARD L. BURGWALD AND RUTH F. BURGWALD, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN, TO BE THE PERSONS NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND THEY DID ACKNOWLEDGE SAID INSTRUMENT TO BE A FREE ACT AND DEED.
IN TESTIMONY WHEREOF: I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES AUG 21, 1960