

DEDICATION

Pendleton Housing Corporation, an Oregon corporation, and owner of the lands included in the attached plat, hereby adopts said plat as the official plat of Curry's Addition to the City of Pendleton, And of Phelps' Addition to the City of Pendleton, both subject to the restrictive and protective covenants set forth on the reverse side of this plat, and hereby dedicates the streets and alleys shown thereon to the public use without any reservation or restriction whatever.

IN WITNESS WHEREOF, the said Pendleton Housing Corporation has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed by its President and its Secretary, duly authorized thereto by its Board of Directors, this 3 day of July, 1941.

PENDLETON HOUSING CORPORATION

By J. S. Johns, President
By Guy H. Johnson, Secretary



PHELPS' ADDITION AND CURRY'S ADDITION TO THE CITY OF PENDLETON Scale: 1"=100' July, 1941

STATE OF OREGON } SS. COUNTY OF UMATILLA }

THIS IS TO CERTIFY that on the 3 day of July, 1941, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. S. Johns and Guy H. Johnson to me personally known, and who, being duly sworn, did say, that he, the said J. S. Johns is the President, and he, the said Guy H. Johnson, is the Secretary of the Pendleton Housing Corporation, a Corporation, and each did say that the seal affixed to the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. S. Johns and the said Guy H. Johnson each acknowledged the said instrument to be the free act and deed of said Corporation. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate, written.

C. E. Burnett, Notary Public for Oregon

My commission expires: Aug. 11, 1944

APPROVAL OF COUNTY ASSESSOR

This plat is hereby approved: [Signature] County Assessor of Umatilla County, Oregon.

APPROVAL OF COUNTY COURT

This plat is hereby approved: [Signature] County Judge, [Signature] County Commissioner

APPROVAL OF CITY ENGINEER AND COUNTY SURVEYOR

This plat is hereby approved: [Signature] City Engineer of the City of Pendleton, [Signature] County Surveyor of Umatilla County, Oregon.

APPROVAL OF THE CITY PLANNING COMMISSION

This plat approved by Resolution of the Planning Commission duly adopted July 3, 1941.

CITY PLANNING COMMISSION OF THE CITY OF PENDLETON

By [Signature] President, By Charles E. Burnett Secretary

STATE OF OREGON COUNTY OF UMATILLA THIS INSTRUMENT WAS FILED FOR RECORD ON JULY 3, 1941 AT 12 O'CLOCK NOON, AND DULY RECORDED IN Vol. 5 of PLAT BOOK PAGE 25 Jack Johnson FEE \$13.17 No. 44-573

STATE OF OREGON } S.S.
UMATILLA COUNTY }

RESTRICTIVE AND PROTECTIVE COVENANTS

I, F. B. Hayes, being first duly sworn on oath, say that the survey of the land represented on the attached plat of addition, and of Phelps' Addition to the City of Pendleton was made under my supervision, that I have caused to be correctly surveyed and marked with proper monuments the lands as represented; that I found a stone, marked with a cross, showing 8' x 5' x 4' above ground, firmly set at the center of the South one-half of Section 3, T. 2. N. R. 32. E., W. M., Oregon, which stone I adopt as the initial point of this survey, said initial point being N 0° 19' 30" W, 277.46 feet from the northwest corner of Block 'A' of Livermore's Addition to the Town (now City) of Pendleton, Oregon, as the same appears of record in the office of the County Recorder of Umatilla County, Oregon; that the tract of land upon which the lots and blocks in Curry's Addition to the City of Pendleton are shown on the attached plat are laid out as described as follows:

Beginning at the above described initial point, thence S 88° 31' 30" W a distance of 25 feet; thence N 0° 19' 30" W a distance of 269.46 feet; thence on a 150.78 foot radius curve left (the chord of which bears N 22° 49' 1/2 W 115.40 feet) a distance of 118.42 feet; thence N 45° 19' 3/4 W a distance of 2.95 feet; thence on a 1/4.59 foot radius curve right (the chord of which bears N 0° 19' 30" W 162.05 feet) a distance of 100.00 feet; thence N 44° 40' 1/2 E a distance of 91.41 feet; thence N 45° 19' 3/4 W a distance of 135.00 feet; thence N 44° 40' 1/2 E a distance of 108.25 feet; thence N 0° 19' 30" W a distance of 172.52 feet; thence N 88° 02' 1/2 E a distance of 190.00 feet; thence S 65° 19' 1/2 E a distance of 141.43 feet; thence N 60° 02' 1/2 E a distance of 243.62 feet; thence N 60° 02' 1/2 E a distance of 202.12 feet; thence N 88° 02' 1/2 E a distance of 134.93 feet; thence S 0° 19' 30" W a distance of 1145.00 feet to a point on the North line of Gilliam Avenue in the City of Pendleton, Oregon; thence S 88° 02' 1/2 W along the north line of said Gilliam Avenue a distance of 280.00 feet; thence N 1° 57' 1/2 W a distance of 150.00 feet; thence S 88° 02' 1/2 W a distance of 100.00 feet; thence S 1° 57' 1/2 E a distance of 150.00 feet; thence S 1° 57' 1/2 E a distance of 150.00 feet; thence S 88° 02' 1/2 W a distance of 60.00 feet; thence N 1° 57' 1/2 W a distance of 150.00 feet; thence S 88° 02' 1/2 W a distance of 100.00 feet; thence N 1° 57' 1/2 W a distance of 50.00 feet; thence S 88° 02' 1/2 W a distance of 100.00 feet; thence S 1° 57' 1/2 E a distance of 200.00 feet to a point on the north line of said Gilliam Ave.; thence S 88° 02' 1/2 W along the north line of said Gilliam Ave. a distance of 468.47 feet; thence N 1° 57' 1/2 W a distance of 166.67 feet; thence S 88° 02' 1/2 W a distance of 130.75 feet to a point on the east line of tenth street in said City of Pendleton; thence N 0° 19' 30" W a distance of 50.70 feet to the place of beginning.

And that the tract of land upon which the lots and blocks in Phelps' Addition to the City of Pendleton shown upon the attached plat are laid out as described as follows:

Beginning at the above described initial point, thence S 88° 31' 30" W a distance of 25 feet; thence N 0° 19' 30" W a distance of 269.46 feet; thence on a 150.78 foot radius curve left (the chord of which bears N 22° 49' 1/2 W 115.40 feet) a distance of 118.42 feet; thence N 45° 19' 3/4 W a distance of 2.95 feet; thence on a 1/4.59 foot radius curve right (the chord of which bears N 0° 19' 30" W 162.05 feet) a distance of 100.00 feet; thence N 44° 40' 1/2 E a distance of 91.41 feet; thence N 45° 19' 3/4 W a distance of 135.00 feet; thence N 44° 40' 1/2 E a distance of 108.25 feet; thence N 0° 19' 30" W a distance of 172.52 feet; thence N 88° 02' 1/2 E a distance of 190.00 feet; thence S 65° 19' 1/2 E a distance of 141.43 feet; thence N 60° 02' 1/2 E a distance of 243.62 feet; thence N 60° 02' 1/2 E a distance of 202.12 feet; thence N 88° 02' 1/2 E a distance of 134.93 feet; thence S 0° 19' 30" W a distance of 1145.00 feet to the place of beginning.

DATED AT PENDLETON, OREGON, JULY 3, 1941

F. B. Hayes

Subscribed and sworn to before me this 3rd day of July, 1941.

J. R. [Signature]
Notary Public for Oregon.

My Commission Expires July 19, 1944

F. B. Hayes

In adopting the attached plat and dedicating the streets therein mentioned, the Pendleton Housing Corporation adopts the following restrictive and protective covenants and every conveyance and transfer of said land, voluntary or involuntary, shall be subject thereto whether or not the same is specifically mentioned in the instrument of conveyance.

These restrictive and protective covenants are to run with the land and shall be binding on all parties and persons claiming said lands or any portion thereof until Jan. 1, 1966, at which time the covenants shall be automatically extended for successive periods of ten years unless by instrument duly signed, acknowledged, and recorded by the then owners of the majority of the lots in the said Curry's Addition and Phelps' Addition it shall be agreed to change said covenants in whole or in part. Such instrument shall designate which, if any, covenants are changed and the new covenants adopted in lieu thereof.

If any person shall violate or attempt to violate any of the covenants or conditions hereof, it shall be lawful for any other person or persons owning any real property situated in said Curry's Addition or Phelps' Addition to prosecute any proceedings at law or in equity against the persons so violating or attempting to violate any such covenant and either to prevent such violation or to recover damages on account thereof.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provision or covenant herein.

(a) No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, not including basement, and a private garage for not more than two cars and other buildings incidental to residential use. Lots shall be used for residential purposes only.

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography, and finished ground elevation, by a committee composed of G. A. Hartman, Geo. E. Mason, and J. C. Woodworth, or by a representative designated by a majority of the members of said committee. 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, and to fill the vacancy in such committee. In the event said committee or its designated representative fails to approve or disapprove such design and location within 10 days after said plans and specifications have been submitted to it or, in any event, if no suit is begun 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 fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative shall cease on and after Jan. 1, 1945. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located nearer than 20 feet to the front lot line or nearer than 15 feet to any side street line, except buildings located upon lots in Block 8, which buildings may be located no nearer than 15 feet from the front line of said lots. No building, except a detached garage or other outbuilding located 70 feet or more on lots 100 feet deep, or 45 feet in any event from the front lot line, shall be located nearer than 5 feet to any side lot line. On all lots reasonable variation from established building lines may be authorized by the committee herein referred to in order to conform to existing physical conditions on the lot or its surroundings.

With the written approval of the committee herein provided for, private 1-story attached garages may be located nearer to the street line than the established building line where the natural grade of the lot at the established building line is more than 8 feet above or 4 feet below the average established roadway level of the street on which the lot is located, on condition that the floor level of such garage shall not be more than 1 foot above the established roadway grade of the street. If such garage have overhead doors, it may be constructed with such approval on the street line, but if it has swinging doors, it shall be constructed not less than 4 feet from the street line.

(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No trailer, basement tent, shack, garage or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(f) No dwelling costing less than \$3200 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half, two, or two and one-half story structure.

(g) An easement is reserved by the dedicator over the rear five feet of each lot for sewer water and other utility installation and maintenance, and for sewer maintenance across all lots where sewers have been placed before sale of lots by dedicator.

2. Thiright to grant use of the easements herein mentioned is hereby vested in the committee herein provided for.

3. An easement for electricity, light, gas and telephone utilities is also reserved 5 feet on each lot a long the east line, and between lots 13 and 14 in Block 2, along the east line and between 8 and 9, and along the line between lots 5 and 6, and 18 and 19 in Block 4; along the line between lots 2 and 3, and 5 and 6, and 9 and 10, and 20 and 21 in Block 5. Along the north line between lots 4 and 5, 9 and 10 in Block 6. And along the line between 6 and 7, 8 and 9, 11 and 12, 13 and 14, 16 and 17 in Block 8 in Curry's Addition, and along the west line of Block 1, the north and west line of lot 11 in Block 1, and between 8 and 9, 17 and 18 in Block 2 in Phelps' Addition.

(h) No fence, wall, hedge, or mass planting shall be permitted along or near the street line of any lot nor shall any such structure, hedge, or planting exceeding 4 feet in height be permitted in or near the side on any lot to extend nearer the street than the minimum setback line on such lot, nor, in any event, shall such structure, hedge or planting exceeding 8 feet in height be permitted on or near the side line of any lot.

(i) Oil drilling, oil development operations, or refining, or mining operations of any kind, or quarrying shall not be permitted upon or in any of the lots in the tract, described herein, nor shall oil wells, tanks, above the ground except in residences and garages, tunnels, mineral excavations or shafts be permitted upon or in any of the lots in the within subdivision.

(j) No residences shall be occupied or used by persons other than those of the white or Caucasian race, except such persons as may be servants of the owner or tenant, while such owner or tenant is residing therein.

STATE OF OREGON ss
COUNTY OF UMATILLA
THIS INSTRUMENT WAS FILED
FOR RECORD ON JULY 3, 1941
AT 12 O'CLOCK NOON, AND
DULY RECORDED IN
VOLUME 5 OF PLAT BOOK
PAGE 85.
Jack Johnson
FEE \$13.17 No: 44573