

I, Frank R. Ofner, being first duly sworn, depose and say: That I correctly surveyed and marked with proper monuments as indicated on the accompanying Plat of MOUNT HEBRON ADDITION located in Umatilla County, Oregon, the lands indicated thereon; that to indicate the initial point of survey and as shown on said Plat, a 1/2" x 24" iron pin was set six inches below the ground surface at the N.E. corner of said land; That said point is located 895.28 feet West along the East-West center line of Section 1, T. 2 N., R. 32 E., W.M. from the N.E. corner of the S.E. 1/4 of said Section 1, which is the East 1/4 corner of said Section 1, which is a known corner established by the United States Survey to the point of intersection of said line with the center line of the old Pendleton-Athens section of the Oregon-Washington Highway; thence S. 25° 52' W. along the center line of said highway a distance of 444.82 feet; thence S. 59° 36' 30" W. 81.62 feet to a point on the Westerly right-of-way line of said highway, which point is a true point of the beginning of this description and is the initial point described above; that the exterior boundaries of the tract of land upon which the lots and blocks are laid out are as follows:

A part of the North 1/2 of the S.E. 1/4 of said Section 1, being more particularly described as follows:

Beginning at the point described above; thence S. 21° 50' W. along the Westerly right-of-way line of the said highway a distance of 259.08 feet to the point of tangency of a curve having a center line radius of 449.97 feet and length of center line curve of 348.8 feet; thence along said curve following said right-of-way line through a point on the North-South center line of said S.E. 1/4 which is 590 feet North of the center of said S.E. 1/4, said point also being the point of intersection of the said Westerly right-of-way line of the old Pendleton-Athens section of the Oregon-Washington Highway and the Northern right-of-way line of the new Pendleton-Adams section of the Oregon-Washington Highway, a distance of 80.94 feet; the long chord of the above-described curve has a distance of S. 44° 06' 15" W. 303.12 feet to the point of curve spiral, said point being at Oregon State Highway Station No. 334+43.5 of the new Pendleton-Adams section of the Oregon-Washington Highway; thence S. 65° 48' 45" W. along the long chord of the spiral curve, the center line length being 440 feet and the spiral being 2° 25' 22", a distance of 300.02 feet to the point of spiral, which point is Oregon State Highway Station No. 304+43.5; thence S. 65° 15' W. along said Northern right-of-way line of said new Pendleton-Adams section of the Oregon-Washington Highway a distance of 243.21 feet; thence at right angles N. 24° 45' W., a distance of 10 feet; thence S. 65° 15' W. continuing along said Northern right-of-way line, parallel to and 50 feet Northerly from the center line of said highway, a distance of 364.00 feet; thence at right angles S. 24° 45' E. a distance of 20.00 feet; thence S. 65° 15' W. continuing along said Northern right-of-way line, parallel to and 40 feet Northerly from the center line of said highway, a distance of 114.20 feet to the point of intersection of the said Northern right-of-way line and the South line of Lot 3 in said Section 1; thence N. 88° 54' E. along the South line of said Lot 3, which is also the South line of that tract of land conveyed to Stanford C. Sparks, et al., by deed recorded in Book 178, Page 192 of the Deed Records of Umatilla County, Oregon, a distance of 275.76 feet to the S.W. corner of said Lot 3; thence N. 0° 39' W. along the West line of said Lot 3, a distance of 933.91 feet to the point of beginning of that line described in boundary line agreement recorded in Book 178, Page 192 of the Deed Records of Umatilla County, Oregon; thence following said line N. 88° 54' E. 267.67 feet; thence N. 89° 29' 30" E. 159.24 feet; thence S. 31° 49' E. 158.59 feet; thence S. 31° 15' 30" E. 113.26 feet; thence S. 64° 36' E. 93.66 feet; thence S. 77° 14' E. 60.46 feet; thence S. 86° 39' E. 242.57 feet; thence N. 75° 15' 30" E. 281.05 feet; thence N. 59° 36' 30" E. 331.91 feet to the point of beginning of this description.

That I inscribed my registration number on every monument marking every corner that I established or reestablished on said land and as shown on said Plat; and that the survey and all markings have been done as required by law.

Frank R. Ofner
Registered Professional Engineer
State of Oregon, Reg. No. 2475

Subscribed and sworn to before me this 3rd day of February, 1951.

Ralph Curran
Notary Public for Oregon

My Commission Expires February 13, 1954

The accompanying Plat is approved by resolution of the undersigned, duly adopted on February 27th, 1951, and report of said approval duly filed.



CITY PLANNING COMMISSION
CITY OF PENDLETON, OREGON

By: [Signature]
President

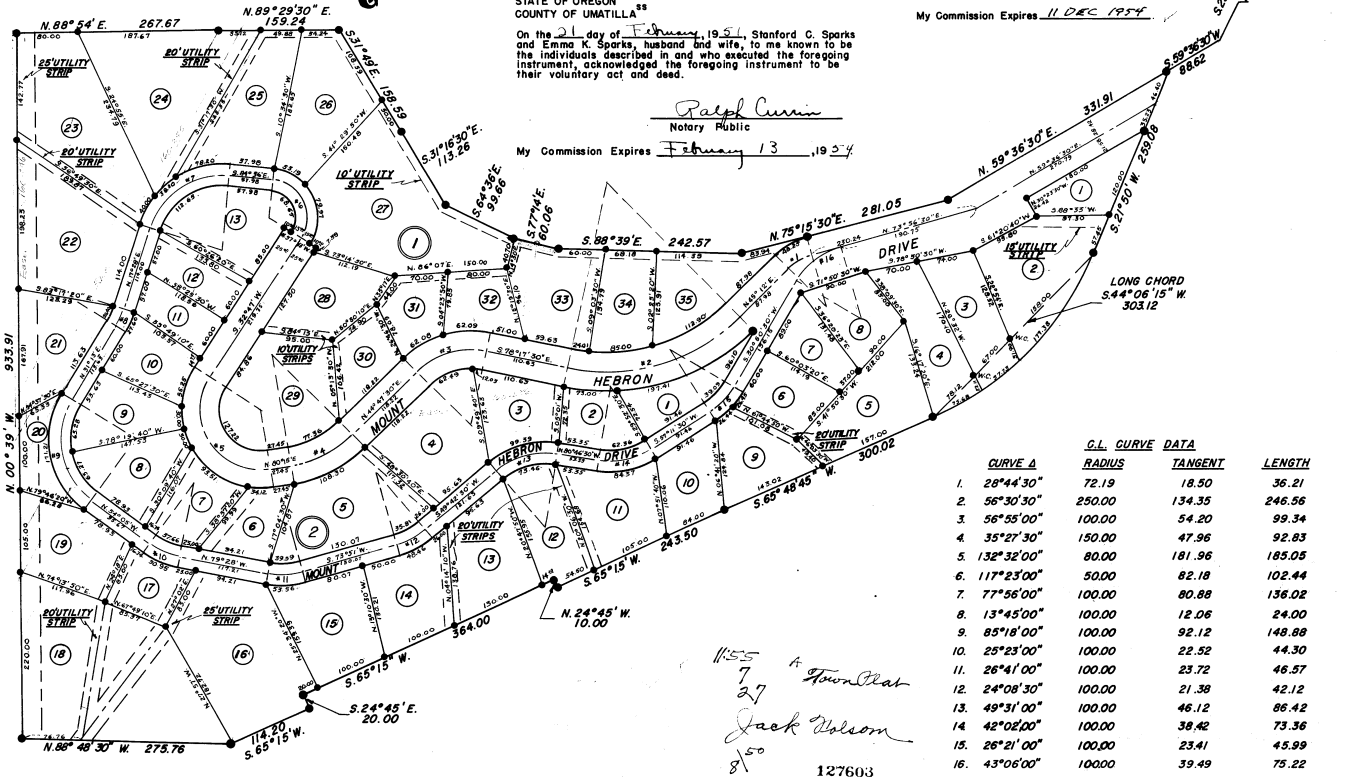
By: Charles Erwin
Secretary

MOUNT HEBRON ADDITION IN THE COUNTY OF UMATILLA, OREGON

LOCATION: N. 1/2, S.E. 1/4, SECTION 1, T. 2 N., R. 32 E., W.M.
ATTORNEY: CUNHA & CURRIN
ENGINEER: FRANK R. OFNER

Scale: 1" = 100'

- 1/2" x 24" IRON PIN
- 3/4" x 30" IRON PIN



KNOW ALL MEN BY THESE PRESENTS: That Stanford C. Sparks and Emma K. Sparks, his wife, being the owners of the land shown on the accompanying Plat do hereby dedicate to the use of the public forever the streets, drives, ways, and utility strips designated on said Plat, and do hereby establish and acknowledge the accompanying as the official map and Plat of the Mount Hebron Addition.

Dated February 21, 1951.

Stanford C. Sparks
Stanford C. Sparks

Emma K. Sparks
Emma K. Sparks

STATE OF OREGON
COUNTY OF UMATILLA 55

On the 21 day of February, 1951, Stanford C. Sparks and Emma K. Sparks, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, acknowledged the foregoing instrument to be their voluntary act and deed.

Ralph Curran
Notary Public

My Commission Expires February 13, 1954

I, F. B. Hayes, County Surveyor of Umatilla County, hereby certify that I have carefully examined and sufficiently checked the accompanying Plat, together with the computations for making same; that said Plat complies with the provisions of Oregon law and with the requirements of the required planning agencies and of the County Court of Umatilla County; that the streets and ways shown thereon are laid out so as to conform to all Plats of adjoining property already filed as to width, general direction, and in all other respects, and that the same are dedicated to the public use without any reservation or restriction whatever, that the name is proper so as to comply with the provisions of said law; that the section corner therein claimed to have been found and therein referred to as "a corner established by U.S. Survey" is personally known by me to be such a corner; that complete field notes in narrative form as required by Section 87-301 O.G.L.A., as amended, have been filed in my office; and I, therefore, approve said Plat for approval by said Court for filing and record.

Dated February 22, 1951.

[Signature]
County Surveyor of Umatilla County
State of Oregon Engineer, Reg. No. 197

STATE OF OREGON
COUNTY OF UMATILLA

I, Frank R. Ofner, being first duly sworn, depose and say: That I am the Surveyor who surveyed and marked as required by law, the lands indicated on the accompanying Plat; and that this tracing is a true and exact copy of the final map and Plat thereof now being filed.

Registered Professional Engineer
State of Oregon, Reg. No. 2475

Subscribed and sworn to before me this 22 day of February, 1951.

Donald O. Johnson
Notary Public for Oregon

My Commission Expires 11 DEC 1954

1155
7
27
Town Plat
Jack Nelson
50
81
127603

MOUNT HEBRON ADDITION

I, D. W. Davis, and I, R. E. Good, respectively Assessor and Sheriff of Umatilla County, Oregon, do each 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 February 22, 1954.

D. W. Davis
Assessor

R. E. Good
Sheriff Deputy

This is to certify that the accompanying Plat is approved for filing and record in "Record of Town Plats" of Umatilla County, Oregon, by the undersigned by its order dated February 22, 1954, recorded in County Court Journal page .

COUNTY COURT OF UMATILLA COUNTY
STATE OF OREGON

By J. E. Ohinger
County Judge

By J. E. Ohinger
County Commissioner

By
County Commissioner

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 specified 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.

Jessie M. Bell
County Clerk of Umatilla County, Oregon
By Rosemary Bell, Depy.

KNOW ALL MEN BY THESE PRESENTS: that the undersigned as the holder of an easement crossing a portion of the land and ways included within the area platted by the accompanying Plat does hereby join in and consent to such dedication and to the filling of said Plat, insofar as their interests are concerned, and this is done on the express condition that the undersigned assumes no responsibility for the accuracy, form, or legality of such Plat or dedication, provided that undersigned reserves a perpetual easement to construct and operate an electric distribution system on utility strips and public roads marked upon Plat subject to authority of the proper governing body to designate or change the location of said system or said roads.

By Dale G. Erickson
Eastern Oregon Electric Coop. Assoc. Pres.

STATE OF OREGON
COUNTY OF UMATILLA

On the 22 day of FEBRUARY, 1951, personally appeared before me Dale G. Erickson, who being duly sworn, did say that he is the President of the Eastern Oregon Electric Coop. Assoc., a cooperative corporation and that the seal affixed to the foregoing instrument is the corporate seal of said cooperative corporation and that said instrument was signed and sealed in behalf of said cooperative corporation by authority of its Board of Directors: and he acknowledged said instrument to be its voluntary act and deed.

D. G. Erickson
Notary Public for Oregon

My Commission Expires 12-7-52

COUNTY OF UMATILLA, OREGON

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DECLARATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Stanford C. Sparks and Emma K. Sparks, husband and wife, hereinafter designated as Dedicators, and owners of the property within the boundaries of the area platted on the accompanying Plat, which land is hereinafter referred to as said Addition, do hereby adopt the accompanying Plat and the general plan for the improvement, use, and restriction of the use of the said Addition as shown on said Plat and as in this declaration set forth. Dedicators hereby declare that such general scheme and plan is now hereby impressed and fixed on all of the said Addition and all parts thereof, and that all Dedicators, successors, representatives, and assigns shall take title subject to said general scheme and plan even though no reference to such plan shall be in any deed of conveyance to such successor, representative, or assign.

Except as in this Declaration provided each of said restrictive and protective covenants is to run with the land and shall be binding on all parties and persons claiming Dedicators' lots or any portion thereof until January 1, 1971, 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 owners of the majority of Dedicators' lots above mentioned and it shall be agreed to change said covenants in whole or in part. Such instruments shall designate which, if any covenants, are changed and the new covenants adopted in lieu thereof, if any there be.

Said covenants are for the benefit of each and of all of the owners of the Dedicators' lots or any portion thereof and may be enforced by any one or more of them.

In the event of violation of any covenant contained in this Declaration, actual damage to any other lot owner of any of Dedicators' lots 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 the Court or jury may properly determine.

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

Said restrictive and protective covenants shall be as follows, to-wit:

1. That no noxious trade or activity shall be carried on upon any of Dedicators' lots nor shall anything be done thereon which may be or become a nuisance to the neighborhood.
2. That all of Dedicators' lots, or any portion thereof, shall be used and occupied for private residential purposes only and no commercial or manufacturing enterprises of any nature whatsoever shall be carried on* shall not apply to cover Lot 18, Block 1, of said Addition.
3. No obnoxious or unsightly building shall be erected or placed on any of Dedicators' lots, or any portion thereof.
4. That no advertising signs shall be erected on any of Dedicators' lots, or any portion thereof, or upon any building or improvement located thereon, save and excepting name plates, For Rent and For Sale signs, which are to relate and apply only to the lots upon which the same placed. That this covenant shall not apply to or cover Lot 18, Block 1, of said Addition.
5. That no rubbish or debris of any kind or character shall be placed or permitted to accumulate upon any of Dedicators' lots or any portion thereof.
6. That no dwelling shall be constructed on any of Dedicators' lots, or any portion thereof, which shall contain less than eight hundred square feet of floor space exclusive of porches and garages. For the purpose of computing the minimum requirements of floor area, the measurements shall be taken from the outer surfaces of exterior walls.
7. That no animals or livestock shall be kept on any of Dedicators' lots, or any portion thereof, and no kennel, barn, corral, or other structure be built for the handling, keeping, or training of any livestock other than for ordinary household pets.

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 and between the parties affected hereby are in each and every case of the essence of this declaration.

IN WITNESS WHEREOF, Dedicators have set their hands and seals this 21st day of February, 1951.

Stanford C. Sparks
STANFORD C. SPARKS
Emma K. Sparks
EMMA K. SPARKS

STATE OF OREGON
COUNTY OF UMATILLA

On this 13th day of February, 1951, personally appeared the above named Stanford C. Sparks and Emma K. Sparks, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Ralph Currie
NOTARY PUBLIC

My Commission Expires February 13, 1954.

The undersigned, as holders of one or more mortgages, the liens of which cover portions of the land included in the accompanying Plat and dedication, do each hereby consent to the filing of said Plat and dedication insofar as their respective interests are concerned. This consent is given with the understanding that the undersigned assume no responsibility for the accuracy or legality of such Plat or dedication.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
OF PENDELTON, a corporation

By George E. Mason
President
By George E. Mason
Executive-Vice President & Secretary

FIRST NATIONAL BANK OF PORTLAND, OREGON
A National Banking Association

By Walter A. Hutchison
Vice President
Imagos

INDIVIDUALS
Walter A. Hutchison
Walter A. Hutchison
Lola Hutchison
Lola Hutchison

STATE OF OREGON
COUNTY OF UMATILLA

On the 13 day of February, 1951, personally appeared before me J. S. Johns and George E. Mason, who being each duly sworn, did say that they are respectively President and Executive Vice President and Secretary of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF PENDELTON, a corporation, and that the seal affixed to the foregoing 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 they acknowledged said instrument to be its voluntary act and deed.

Ralph Currie
Notary Public for Oregon

My Commission Expires February 13, 1954

STATE OF OREGON
COUNTY OF UMATILLA

On the 6th day of February, 1951, personally appeared before me Will Glass, who being duly sworn, did say that he is a manager of FIRST NATIONAL BANK OF PORTLAND (OREGON), a National Banking Association, and that the seal affixed to the foregoing instrument is the corporate seal of said association and that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors: and he acknowledged said instrument to be its voluntary act and deed.

Ralph Currie
Notary Public for Oregon

My Commission Expires February 13, 1954

STATE OF OREGON
COUNTY OF UMATILLA

On the 9th day of February, 1951, personally appeared before me Walter A. Hutchison and Lola Hutchison, husband and wife, who being each duly sworn, acknowledged the foregoing instrument to be their voluntary act and deed.

B. A. Benham
Notary Public for Oregon

My Commission Expires Aug 11th 1952

STATE OF OREGON
COUNTY OF UMATILLA

I, Frank R. Ober, being first duly sworn, depose and say: That I am the Surveyor who surveyed and marked as required by law the lands indicated on the accompanying Plat; and that this tracing is a true and exact copy of the final map and Plat now being filed for record.

Frank R. Ober
Registered Professional Engineer
State of Oregon, Reg. No. 2475

Subscribed and sworn to before me this 22 day of FEBRUARY, 1951

Donald B. Schmitt
Notary Public for Oregon

My Commission Expires 1 DEC. 1954

11-25 A
7
27
Jim Bell
Jack Wilson
8/50