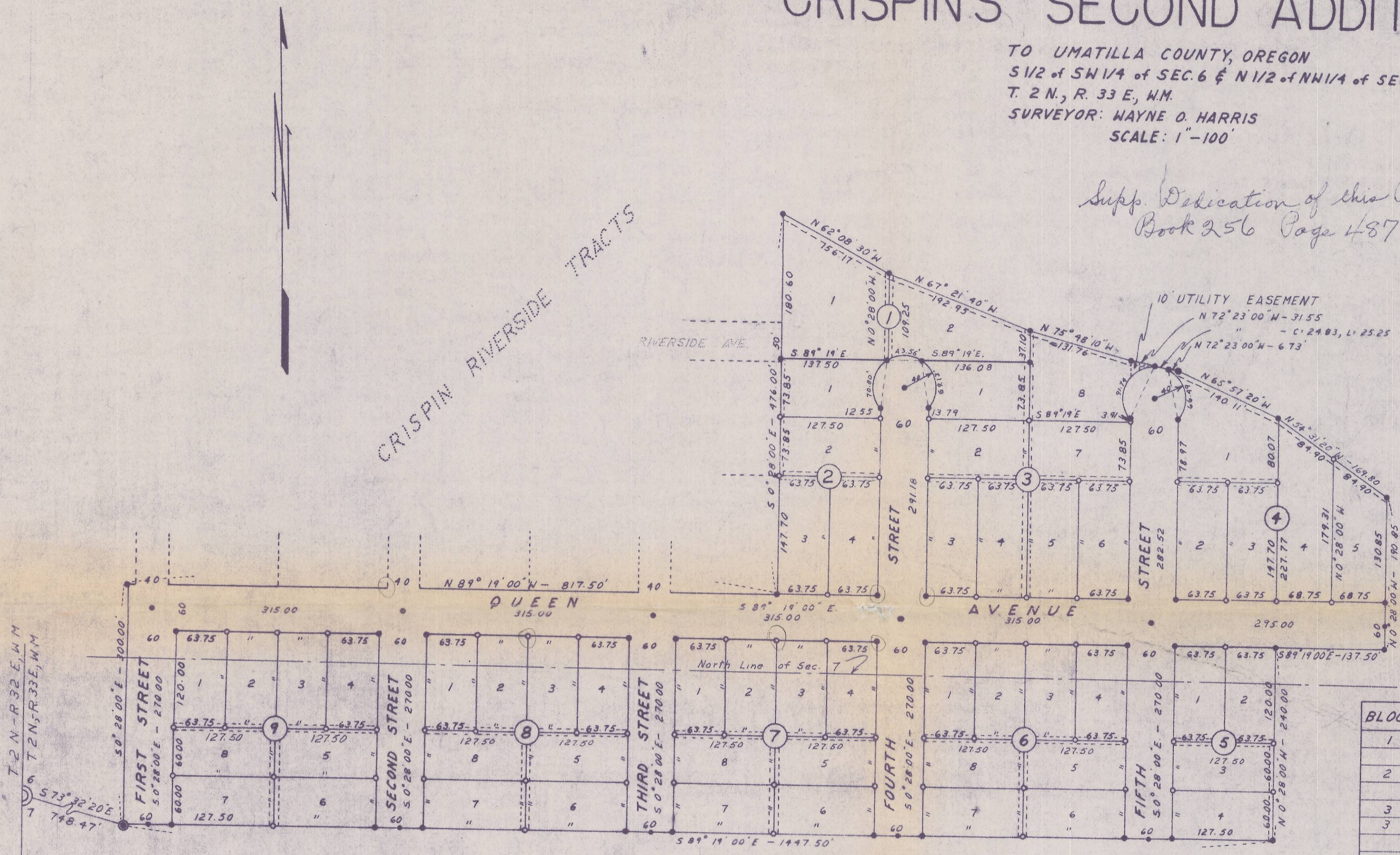


CRISPIN'S SECOND ADDITION

TO UMATILLA COUNTY, OREGON
 S 1/2 of SW 1/4 of SEC. 6 & N 1/2 of NW 1/4 of SEC. 7,
 T. 2 N., R. 33 E., W.M.
 SURVEYOR: WAYNE O. HARRIS
 SCALE: 1"=100'

*Supp. Dedication of this Plat
 Book 256 Page 487*

CRISPIN RIVERSIDE TRACTS



LEGEND:

- 1/2" x 24" IRON PIN
- 5/8" x 30" IRON PIN
- ⊙ INITIAL POINT 2" x 36" G.I.P.
- UTILITY EASEMENT, 5' EITHER SIDE R.

I, Wayne O. Harris do hereby certify that this a true and accurate copy of the plat of Crispin's Second Addition to the County of Umatilla, Oregon.

Wayne O. Harris
 Wayne O. Harris

REGISTERED
 OREGON
 LAND SURVEYOR
Wayne O. Harris
 WAYNE O. HARRIS
 346

CURVE DATA

BLOCK	LOT	R.	L.	C.	BEARING
1	2	40.00	43.56	41.42	S 89° 19' 00" E
2	1	"	70.80	61.91	N 8° 49' 45" E
3	1	"	69.13	60.84	N 8° 34' 05" W
3	8	"	91.74	72.92	S 23° 49' 40" W
4	1	"	66.49	59.10	S 6° 40' 45" E
FIFTH	ST	"	25.25	24.83	N 72° 23' 00" W

STATE OF OREGON
 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 Crispin's Second Addition to Umatilla County, Oregon, the lands indicated thereon; that the initial point of this survey is a 2" x 36" galvanized iron pipe set 6" below the surface of the ground; said point is S 73° 32' 20" E a distance of 748.47' from the SW Cor. of Sec. 6, T 2 N., R 33 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 89° 19' 00" E, 1447.50'; thence N 0° 28' 00" W, 240.00'; thence S 89° 19' 00" E, 137.50'; thence N 0° 28' 00" W, 190.85'; thence N 54° 31' 20" W, 169.80'; thence N 65° 57' 20" W, 140.11'; thence N 72° 23' 00" W, 6.73'; thence along a 40' radius curve to the left (long chord bears N 72° 23' 00" W - 24.83') 25.25'; thence N 72° 23' 00" W, 31.55'; thence N 75° 48' 10" W, 131.76'; thence N 67° 21' 40" W, 192.95'; thence N 62° 08' 30" W, 156.17' to the NE Cor. of Crispin's Riverside Tracts; thence S 0° 28' 00" E, along the easterly line of said Tracts, 476.00' to the SE Cor. of said Tracts; thence N 89° 19' 00" W, along the Southerly line of said Tracts, 817.50'; thence S 0° 28' 00" E, 300.00' to the point of beginning.

All being in the S 1/2 of the SW 1/4 of Sec. 6, and the N 1/2 of NW 1/4 of Sec. 7, T 2 N., R 33 E., W.M.
Wayne O. Harris
 Registered Land Surveyor, State of Oregon Reg. No. 346

Subscribed and sworn to on this 9 day of SEPT, 1959

Arthur F. Barrow
 Notary Public for Oregon

My commission expires DEC 15, 1962

Approved this 25 day of AUGUST, 1959

Charles A. Morrow

ACTING City Engineer of Pendleton, Oregon

I, Wayne O. Harris, County Surveyor do hereby certify that I have carefully examined the accompanying Plat of Crispin's Second Addition to 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 therefor approve said Plat for the approval by the County Court of Umatilla County, Oregon.

Dated September 5, 1959

Wayne O. Harris
 County Surveyor of Umatilla County

The accompanying Plat is approved by resolution of the undersigned, duly adopted this 25 day of August, 1959, and report of said approval filed

CITY PLANNING COMMISSION OF PENDLETON, OREGON

W. M. Harris
 President

Marilyn A. L. Lane
 Secretary

SEP-9 1959
 P.
 Plan

30
R. Tolson
 219165

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned W. A. Crispin, unmarried, H. S. Crispin and K. Edythe Crispin, husband and wife, Lester N. Moen and Ethel E. Moen, husband and wife, and Harold W. Holmes and Clara Viola Holmes, husband and wife, hereinafter designated as dedicators, as the owners of the following described lots to-wit:

Lots 1, and 2, in Block 1; Lots 1, 2, 3, and 4, in Block 2; Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 3; Lots 1, 2, 3, 4, and 5 in Block 4; Lots 1, 2, 3, and 4 in Block 5; Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 6; Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 7; and Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 8; Lots 1, 2, 3, 4, 5, 6, 7, and 8 in Block 9; all as shown on the accompanying Plat of Crispin 2nd Addition:

Which lots are within the boundaries of the area platted on said Plat, and which lots are hereinafter referred to as "dedicators' lots", do hereby adopt said Plat and the general plan for the improvement, use and restriction of use of dedicators' lots 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 upon all of dedicators' lots and each part thereof, and that all of dedicators' heirs, and assigns shall take title subject to such general scheme and plan, even though no reference to such plan shall be contained in any Deed of Conveyance to any of dedicators' heirs, or assigns.

1. W. A. Crispin and H. S. Crispin and wife expressly reserve, for themselves and for their heirs, successors, and assigns, the right to waive any one or more of the restrictive or protective covenants set forth in this Declaration as any or all of such covenants may apply to any of dedicators' lots, or any portion thereof, without notice to and without obtaining the consent of the owners of any of the other lots in said Tract or of any other person or agency. Such waiver 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 affected or at a later date. Such waiver shall be not effective until recorded in the Deed Records of Umatilla County, Oregon.

2. Except as in this Declaration provided each of said restrictive and protective covenants are to run with the land and shall be binding on all parties and persons claiming dedicators' lots or any portion thereof until January 1, 1970, at which time the covenants shall be automatically extended for successive periods of 10 years, unless by instrument duly signed, acknowledged, and recorded by the owners of a majority of dedicators' lots above mentioned it shall be agreed to change such 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.

3. Said restrictive and protective covenants shall be as follows: A. That no noxious or offensive trade or activity shall be carried on upon any of dedicators' lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

B. That all of dedicators' lots or any portion thereof shall be used and occupied for private residence purposes only, and no structure or building, or any part thereof, on any lot or lots or part thereof, shall be occupied as a hotel, motel, store, sales yard, warehouse, hospital, institution, tavern, public house, school, church, garage, service station, place for public amusement, or as a place for a manufacturing, commercial, or professional enterprise of any nature whatsoever.

C. That no barn, stable, cow house, shed, piggyery, 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 out-buildings therefor and the yard, lawn or garden of said house, and fences and wall surrounding the same shall be built, erected or maintained on any of dedicators' lots or any portion thereof.

D. That no obnoxious or unsightly outbuilding shall be erected or placed on any of dedicators' lots or any portion thereof.

E. That no noxious or offensive trade or activity shall be carried on upon any of dedicators' lots or any portion thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. That no derrick or other structure designed for use in boring for oil, natural gas, or extracting minerals from the earth shall ever be placed or maintained upon any of dedicators' lots or any portion thereof.

G. That no advertising sign shall be erected on any of dedicators' lots or any portion thereof or upon any buildings or improvements located thereon, save and excepting name plates and "for sale" and "for rent" signs, all of which are to relate and apply only, and be restricted to the lots or lot on which the same are placed.

H. That no rubbish or debris of any kind or character shall ever be placed or permitted to accumulate upon any of dedicators' lots or any portion thereof, in such amount or of such kind so as to render said portion unsanitary, unhealthful, offensive, or detrimental to any other of dedicators' lots or to the occupants of any such other lots.

I. That no animals or livestock shall be kept on any of dedicators' lots or 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 of dedicators' lots; and no kennel, dairy stable, barn, or hutch, shall be erected or maintained on any of dedicators' lots or any portion thereof; nor shall dogs, cats, hares, cows, rabbits or other domestic animals 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.

J. That the main residence building placed on any of dedicators' lots shall be of such size that it shall contain not less than 1050 square feet of floor area of the first floor thereof. For the purpose of computing said minimum requirement of floor area include the total first floor area of the residence proper, and measurements to be taken for this purpose shall be from the outer faces of exterior walls, including chimneys, but excluding the following area, to-wit: basements, cellars, open porches, open patios, and garages, if any, constituting an integral part of the residence structure and any area above the first floor.

K. That no structure, tent, trailer, or living quarters, permanent, or temporary shall be placed upon any of dedicators' lots or any portion thereof and used for residence purposes prior to the erection and completion of the main residence thereon or at any time thereafter. L. That the exterior surface of every building erected or placed on any of dedicators' lots or any portion thereof, unless of brick, stone, tile, masonry, stucco, or cement, shall be painted or stained with two coats of paint or stain, and all roofs constructed of materials normally requiring paint or stain shall be painted or stained with one coat of paint or stain. Such exterior surface including roof and the painting or staining thereof to be completed within six months from the date of commencement of construction of such building.

M. That no main residence building, or any part thereof, shall be located nearer than 20 feet to the front line of any lot, nor 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), 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. No more than one residence building shall be built on any one lot.

N. That no planting of any kind, nor any structure of any kind, extending more than four feet, above the finished grade of any of dedicators' lots shall be placed on any portion of any lot encompassed within any of the zones designated on said plat as an "intersection visibility zone".

4. Said covenants are for the benefit of each and all of the owners of any of dedicators' lots or any portion thereof 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 of any of the 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 a Court or jury may properly determine.

6. It shall be lawful not only for dedicators and dedicators' heirs and assigns, but also for the owner or owners of any of dedicators' lots, at any time, to institute or prosecute any proceedings at law or in equity against the party or parties violating or threatening to violate any of said covenants then effective. No covenant shall be enforced for damages against dedicators, but said covenant may be proceeded on for an injunction and specific execution thereof against dedicators, 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, dedicators have set their hands and seals this 5th day of September, 1959. County of Umatilla, Oregon.

Dated September 5, 1959. W. A. Crispin, H. S. Crispin, K. Edythe Crispin, Lester N. Moen, Ethel E. Moen, Harold W. Holmes, Clara Viola Holmes

STATE OF OREGON SS County of Umatilla

On SEPTEMBER 5, 1959, before me personally appeared the above named as on declaration and acknowledged the foregoing instrument to be their voluntary act and deed. Arthur R. Barrows, Notary Public for Oregon. My commission expires DEC 15, 1962

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 June 26, 1959. Lloyd E. Stafford, Assessor, Roy Johnson, Sheriff

DEDICATION

Know All Men By These Presents, That W. A. Crispin, H. S. Crispin, K. Edythe Crispin, Lester N. Moen, Ethel E. Moen, Harold W. Holmes, Clara Viola Holmes, being the owners of the land shown on the accompanying Plat do hereby dedicate to the use of the public forever the streets, drives and ways designated on said Plat, and do hereby establish and acknowledge the accompanying as the official Map and Plat of Crispins Second Addition to the County of Umatilla, Oregon.

Dated September 5, 1959. W. A. Crispin, H. S. Crispin, K. Edythe Crispin, Lester N. Moen, Ethel E. Moen, Harold W. Holmes, Clara Viola Holmes

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 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 dedications.

First Federal Savings and Loan Association of Pendleton, Oregon, BY: Charles G. Williams, Sec.

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 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.

Department of Veterans Affairs, State of Oregon, BY: W. C. Crawford, Director

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 September 9, 1959, recorded in County Court Journal _____ page _____

COUNTY COURT OF UMATILLA COUNTY STATE OF OREGON, BY: Jack Johnson, County Judge, Carl B. Stanton, 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.

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

ADDITION TO DECLARATION

3. 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 where a public sewer main shall be installed to serve and treat, each dwelling house thereafter shall promptly and properly connect with said sewer main.

Dated September 5, 1959. W. A. Crispin, H. S. Crispin, K. Edythe Crispin, Lester N. Moen, Ethel E. Moen, Harold W. Holmes, Clara Viola Holmes