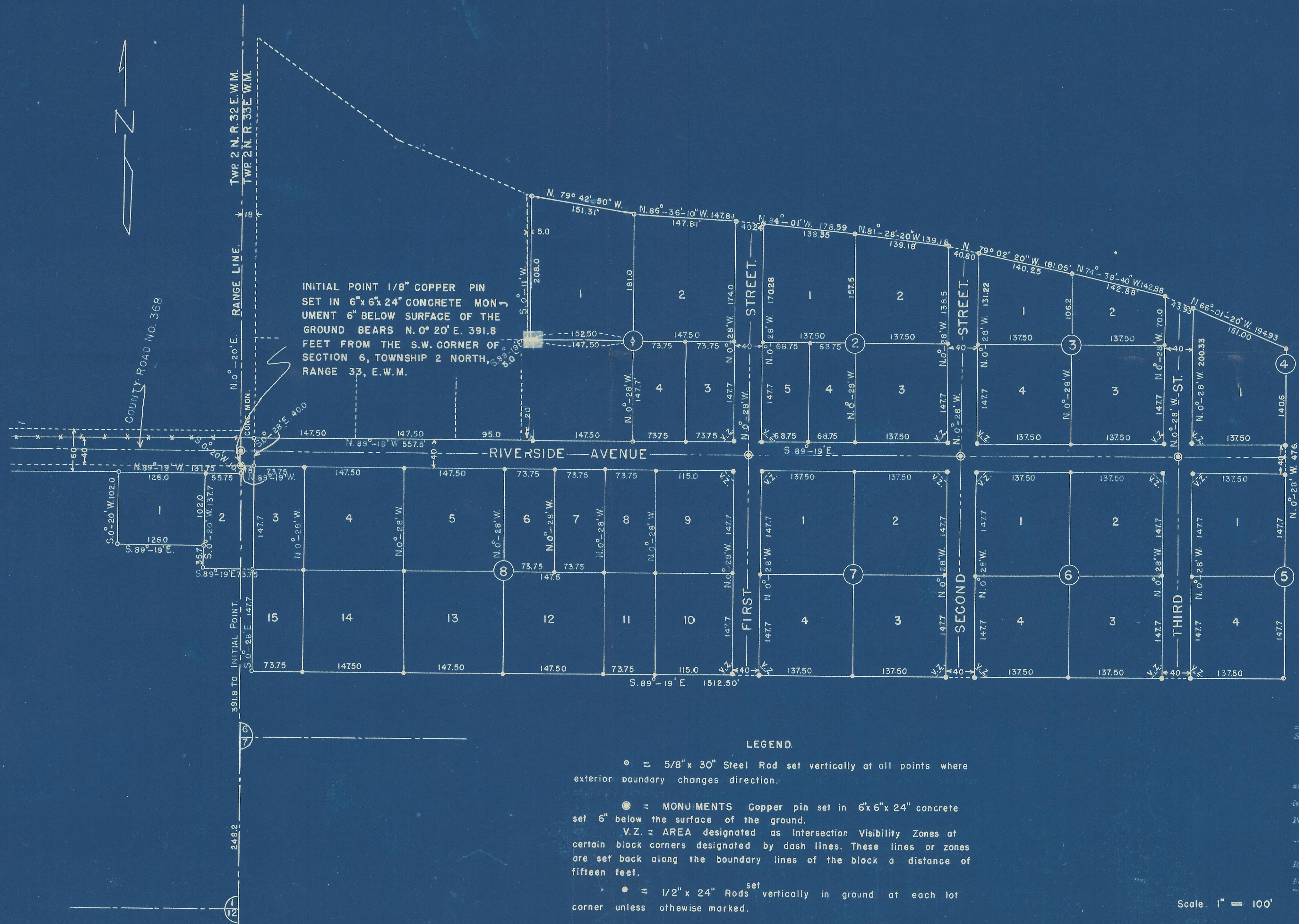


CRISPIN RIVERSIDE TRACTS.

UMATILLA COUNTY.
OREGON.

LOCATED IN S. 1/2 OF S.W. 1/4 SEC. 6, TP. 2 N. R. 33 E. W.M.
AND S.E. 1/4 OF S.E. 1/4 SEC. 1, TP. 2 N. R. 32 E. W.M.

BY F. B. HAYES SURVEYED & PLATTED.
OREGON REG. C.E. # 197.
SCALE 1" = 100'



STATE OF OREGON
County of Umatilla } ss.
I, *Jack Johnson*, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in my office.
WITNESSEY MY HAND AND SEAL OF OFFICE this 1st day of March, A.D. 1949.
RECORDED BY CONVEYANCES

STATE OF OREGON } ss.
County of Umatilla }
This instrument was filed for record on
MAR 1 1949
at 10:50 o'clock P.M., and duly recorded
in Vol. 7 of Town Plats
Page 7
By *Jack Johnson* Deputy
Recorder of Conveyances
Fee \$ 8.00 No. 108506

Scale 1" = 100'

CRISPIN RIVERSIDE TRACTS.

UMATILLA COUNTY. OREGON.

DECLARATION

STATE OF OREGON } ss County of Umatilla

I, F. B. Hayes, being first duly sworn, depose and say: That I correctly surveyed and marked with proper monuments as indicated on the accompanying Plat of Crispin Riverside Tracts, located in Umatilla County, Oregon, the lands indicated thereon; that to indicate the initial point of survey and as shown on said Plat I set a 6" x 6" x 24" concrete monument 6" below surface of ground; that said point is located N 0' 20' E and distant 391.8 feet from the Southwest Corner of Section 6, Township 3, North Range 33 E.W.M., which is a known corner established by the United States Survey; that the exterior boundaries of the tract of land upon which said lots and blocks are laid out are as follows, to-wit: Running thence S 0' 20' W a distance of 10 feet, thence N 89' 19' W 181.75 feet, thence S 0' 20' W 102 feet, thence S 89' 19' E 126 feet, thence S 0' 20' W 35.7 feet, thence S 89' 19' E 73.75 feet, thence S 0' 28' E 147.7 feet, thence S 89' 19' E 1512.50 feet, thence N 0' 28' W 476 feet, thence N 66' 01' 20' W 194.93 feet, thence N 74' 38' 40" W 142.93 feet, thence N 79' 02' 20" W 181.05 feet, thence N 81' 28' 20" W 139.18 feet, thence N 84' 01' 00" W 178.59 feet, thence N 86' 36' 10" W 147.81 feet, thence N 79' 42' 50" W 151.31 feet, thence S 0' 11' W 208 feet, thence S 89' 19' E 147.7 feet, thence S 0' 28' E 147.7 feet, thence N 89' 19' W 557.5 feet, thence S 0' 28' E 40 feet, thence N 89' 19' W 18 feet to the point of beginning.

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

James H. Raley, Notary Public for Oregon, My Commission Expires July 31, 1949

Subscribed and sworn to before me this 24 day of February, 1949

I, F. B. Hayes, County Surveyor of Umatilla County, Oregon, hereby certify that I have carefully examined and checked the accompanying Plat, together with the computations for making the same; that said Plat complies with the provisions of 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 Section 95-1909, O.C.L.A., and other laws of the State of Oregon relating thereto; and I, therefore, approve said Plat for approval by said Court for filing and record.

Dated February 24 day, 1949

F. B. Hayes, County Surveyor of Umatilla County, State of Oregon, Civil Engineer, Registration Number 197.

I, D. W. Davis, and I, R. E. Goad, respectively Assessor and Sheriff of Umatilla County, Oregon, do each hereby certify that we have examined the tax records relating 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, and that are now due and payable, have been paid, and we hereby approve of said Plat.

Dated 23 February, 1949

R. E. Goad, By Vina Hoskins, Deputy Sheriff

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 PENDLETON, a corporation. By George E. Mason, Secretary

FIRST NATIONAL BANK OF PORTLAND (OREGON), A National Banking Association. By Paul Gardner, Vice President

STATE OF OREGON } ss County of Umatilla

On 29 December, 1948

Personally appeared George E. Mason and J. S. Johns, 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 PENDLETON, 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.

James H. Raley, Notary Public for Oregon, My Commission Expires July 31, 1949

STATE OF OREGON } ss County of Multnomah

On 4th January, 1949

Personally appeared C. M. Bartlett, who being duly sworn, did say that he is the Vice-President 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.

J. L. Shepherd, Notary Public for Oregon, My Commission Expires March 4, 1950

KNOW ALL MEN BY THESE PRESENTS, That the undersigned W. A. Crispin, unmarried, and H. S. Crispin, a married man, hereinafter designated as "dedicators", as the owners of the following described lots, to-wit:

Lots 1, 2, 3, and 4 in Block 1; Lots 1, 2, 3, 4, and 5 in Block 2; Lots 1, 2, 3, and 4 in Block 3; Lot 1 in Block 4; Lots 1 and 4 in Block 5; Lots 1, 2, 3, and 4 in Block 6; Lots 1, 2, 3, and 4 in Block 7; and Lots 1, 9, 10, 11, 12, 13, 14, and 15 in Block 8; all as shown on the accompanying Plat of Crispin Riverside Tracts; subject to an interest in Lots 2 and 3 of Block 3 in favor of George D. Comstock and Gaye M. Comstock, his wife;

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. Dedicators 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 waived 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, 1966, 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 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.

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 used or 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, pigery, 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 of dedicators' lots or any portion thereof.
D. That no noxious or offensive trade or activity shall be carried on upon 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, unsightly, 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, horses, 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 a size that it shall contain not less than 900 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 roofs 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.
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".
O. 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.
P. 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 a Court or jury may properly determine.
Q. 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 person or persons 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.
R. 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.
S. 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 28 day of December, 1948.

W. A. Crispin (W. A. Crispin) (SEAL)
H. S. Crispin (H. S. Crispin) (SEAL)
Edythe Crispin, Wife of H. S. Crispin, joins with her husband in executing this instrument. Edythe Crispin (Edythe Crispin) (SEAL)
George D. Comstock (George D. Comstock) (SEAL)
Gaye M. Comstock (Gaye M. Comstock) (SEAL)

On 15 February, 1949
Personally appeared the above named W. A. Crispin, unmarried, and H. S. Crispin, a married man, and Edythe Crispin, his wife; George D. Comstock and Gaye M. Comstock, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

KNOW ALL MEN BY THESE PRESENTS, that undersigned, each as the holder of an easement crossing a portion of the land and ways included within the area platted by the accompanying Plat, do each hereby join in and consent to such dedication and to the filing of said Plat, insofar as their respective interests are concerned, and this is done on the express condition that each of undersigned assumes no responsibility for the accuracy, form, or legality of such Plat or dedication.

PACIFIC POWER & LIGHT COMPANY, a corporation. By: W. T. Hall, Vice President
THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation. By: R. G. Blake, Assistant Secretary

STATE OF OREGON } ss County of Multnomah

On 15th day of February, 1949
Personally appeared F. D. McLaughlin, who being duly sworn, did say that he is the Vice-President and General Manager of the PACIFIC TELEPHONE AND TELEGRAPH COMPANY, 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 he acknowledged said instrument to be its voluntary act and deed.

STATE OF OREGON } ss County of Multnomah
On 3rd day of February, 1949
Personally appeared W. T. Hall, who being duly sworn, did say that he is the Vice-President of the PACIFIC POWER & LIGHT COMPANY, 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 he acknowledged said instrument to be its voluntary act and deed.

Raley, Kilkenny and Raley Attorneys for dedicators
James H. Raley, Notary Public for Oregon, My Commission Expires August 24, 1952

KNOW ALL MEN BY THESE PRESENTS, That the following named persons, to-wit:

Duke Seales and Maxine Seales, husband and wife, as the owners by the entirety of Lot 5 of Block 1; V. O. Frymire and LaVere M. Frymire, his wife, as the owners, by the entirety, of Lot 2 in Block 8; Lloyd L. Davis and Josephine E. Davis, husband and wife, as the owners, by the entirety, of Lot 3 in Block 8; Carroll L. Cummings and Maxine S. Cummings, husband and wife, as the owners, by the entirety, of the East Half of Lot 4 in Block 8; Thomas A. Jobe and Eunice E. Jobe, husband and wife, as the owners, by the entirety, of the West Half of Lot 4 in Block 8; H. S. Crispin and W. A. Crispin, as the owners, by tenancy in common, of Lots 5 and 6 in Block 8, subject to contract to William H. Gammond and V. Luvern Gammond, his wife, recorded in Book 185, Page 2 of the Deed Records of Umatilla County, Oregon; Martin Kreutz and Frances Kreutz, his wife, as the owners, as community property, of Lot 7 in Block 8; Thomas G. Jones and Joan Jones, his wife, as the owners, as community property, of Lot 8 in Block 8; H. S. Crispin and W. A. Crispin as the owners, by tenancy in common, of Lots 1, 2, 3, and 4 in Block 1; Lots 1, 2, 3, 4 and 5 in Block 2; Lots 1, 2, 3, and 4 in Block 3; Lot 1 in Block 4; Lots 1 and 4 in Block 5; Lots 1, 2, 3, and 4 in Block 6; Lots 1, 2, 3, and 4 in Block 7; and Lots 1, 9, 10, 11, 12, 13, 14 and 15 in Block 8.

all being in Crispin Riverside Tracts as shown on the accompanying Plat, do hereby dedicate to the use of the public forever the streets and ways designated on said Plat, and do hereby establish and acknowledge the accompanying Plat as the official Plat and Map of Crispin Riverside Tracts, located in Umatilla County, Oregon. Edythe Crispin, wife of H. S. Crispin, joins in executing this instrument; George D. Comstock and Gaye M. Comstock, his wife also join claiming an interest in Lots 2 and 3 of Block 3.

Dated 28 December, 1948.
Josephine E. Davis, V. O. Frymire, Lloyd L. Davis, Carroll L. Cummings, Thomas G. Jones and Eunice E. Jobe, George D. Comstock, Gaye M. Comstock, Edythe Crispin, William H. Gammond, V. Luvern Gammond, Martin Kreutz, Frances Kreutz, Thomas G. Jones and Joan Jones, their attorney in fact, George H. Comstock, Gaye M. Comstock, Edythe Crispin

STATE OF OREGON } ss County of Umatilla

On 28 December, 1948.

Personally appeared the above named V. O. Frymire and LaVere M. Frymire, his wife; Lloyd L. Davis and Josephine E. Davis, husband and wife; Carroll L. Cummings and Maxine S. Cummings, husband and wife; Thomas A. Jobe and Eunice E. Jobe, husband and wife; H. S. Crispin and Edythe Crispin, his wife; W. A. Crispin, Martin Kreutz and Frances Kreutz, his wife; Duke Seales and Maxine Seales, his wife; George D. Comstock and Gaye M. Comstock, his wife; William H. Gammond and V. Luvern Gammond, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed; and also appeared Martin Kreutz, who, being duly sworn, did say that he is the attorney in fact for Thomas G. Jones and Joan Jones, his wife, and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged said instrument to be the act and deed of said principals.

Before me: James H. Raley, Notary Public for Oregon, My Commission Expires July 31, 1949

The accompanying Plat is approved by resolution of the undersigned, duly adopted on December 28, 1948, and report of said approval duly filed.

CITY PLANNING COMMISSION OF THE CITY OF PENDLETON, OREGON. By Charles Edwin, President, Charles E. Bennett, Secretary

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 25th, 1949, and recorded in County Court Journal S., page 551.

COUNTY COURT OF UMATILLA COUNTY, STATE OF OREGON. By James H. Stinger, County Judge, Henry Brant, County Commissioner, Sam Dagle, County Commissioner

ATTEST: I, Mrs. E. B. Casteel, County Clerk of Umatilla County, Oregon do hereby certify that the above named Judge and Commissioners were, on the date of said Order and above Certificate, 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; that the seal thereto affixed is the seal of my office and of said Court.

STATE OF OREGON } ss County of Umatilla

I, F. B. Hayes, 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 plat now being filed for record.

James H. Raley, Notary Public for Oregon, My Commission Expires July 31, 1949. Subscribed and sworn to before me this 24 day of February, 1948.