PLEASANT VALLEY

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 32 E.W.A.,



DEDICATION AND DECLARATION (PLEASANT VALLEY)

KNOW ALL MEN BY THESE PRESENTS, that Morton Elder, and Jeanette Elder, husband and wife, as the owners of the property within the boundaries of of the area platted on the accompanying plat, which land is hereind ter referred to as "said addition," do 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 the dedicators, 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 persons 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 lat or lots or partian 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 terms are generally understood by the architectural profession. For this purpose, any such residence building containing any sleeping or dwelling (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. (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 adjourned) ins onother lot), nor neover than 15 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 lass being built on, will be permitted, provided that the set backs may be varied to no neaver than 15 feet to the front line nor 10 feet to side street line. (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, hile, masonry, stucco, or cement, shall be pointed or stained and painting or staining thereof shall be completed within nine months from the date of commencement of construction of such building.(d) No wall or fence shall be erected or maintained to the rear of the building set-back line at a hight to exceed 6 feet. Between the front building set-back line and the street lot line a fence not to exceed 3 feet in hight may be erected. (e) That all ots or portions thereof, in said addition shall be used and occupied for private residence, 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, model, store, soles yord, worehouse, hospital, institution, tovern, public house, garage, service station, place for public amusement, or as a place for a manufacturing or commercial or professional enterprise of any nature whatsoever except the office of a physician, denist or other professional person when located in his dwelling, provided that no sign exceeding 4 square feet shall be used by such professional person. (1) No animals or poultry shall be kept on any lats in said addition except horses, cattle and sheep and chickens, provided that no more than eight of any such animals and ten chickens or four animals 8, 25 chickens may be maintained on any one lot. No such animals or chickens shall be kept in any stable, building, corral or endosure which is located within 80 feet of a residence building or within 125 feet of the front lot line. No such animals shall be kept in an enclosure or corrol of less than 2,500 square feet for one animal and 1,000 square feet for each additional animal. No chickens shall be kept in an enclosure of less than 15 square feet of space per chicken. All animals and chickens shall be caged, fenced or housed at all times and maintained in a sanitary condition. The restrictions of this paragraph shall not be construed to prohibit ordinary household pets, so long as the same do not constitute an annovance or nuisance. (a) That no obnacious or unsightly outbuilding shall be erected or placed on any lot or lots or portion thereof in said addition and all outbuildings shall conform in outside appearance to the residence building on the same lot. (h) 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. (i) That no structure, tent, trailer, or living quarters, permanent or temporary shall be placed upon any lot or lots or portion thereof in said 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 wether the same may be installed before or ofter sale by the dedicators herein 4) We the owners do hereby give, grant and dedicate those strips of land as shown in said addition as streets and roads to the public to be soused as streets and roads forever

5) Solid covenants are for benefit of each and all of the owners of any lot or latsor partian thereof in solid addition and may be enforced by any one or more of them

6) No more than one residential building shall be constructed upon one lot and lots shall not be divided into fraction lots for a period of five years from the date this plat is recorded. After the expiration of said five years no residential building shall be constructed on a fractional lot of less than IO,000 square feet and the lots shall not be divided into fractional lots containing less then 10,000 square feet and having less then a 100 foot frontage.

2) In the event of violation of any coverant contained in this declaration actual damage to any other lat 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 AOO, or in such greater amount as a court or jury may properly determine.

8) It shall be lowful not only for dedicators an dedicators successors 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 low or in equity against the person or persons violating or threatening to violate any of soid 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 or their successors, and also for damages against the party or parties violating the said covenant, or their heirs, executors and assigns.

9) 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.

(0) Invalidation of any one of these covenants, or ony part thereof, by judgment, decree, or court shall not invalidate ony other covenant.

IN WITNESS WHEREOF the dedicators have caused their names and seals to be affixed hereto this ____ day of ______, 1960, Morton Elder (SEAL) Jeanette Celder (SEAL)

STATE OF OREGON County of Urnotilla

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County or Umaining of 1 Market and State, personally appeared the within named On this 2 2 doy of January, 1960, before me, the undersigned, a natory public in and for soid county and state, personally appeared the within named Morton Elder and Jeceneties Elder, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

Notory Public for Oregon My commission expires Dec. 16, 1963

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. Charles & Monte



ENGINEERS CERTIFICATE:

1, STANLEY G. WALLULIS, being first duly sworn, do depose and say that I am a duly registered Engineer of the State of Oregon, that I have correctly surveyed and marked with legal monuments the land represented on the accompanying plat; at the INITIAL POINT I drave a galvanized iron pipe 2" in Next Cartruity averyer unix muscle ven incur morumens wei non representent on me occompanying part, on me incurtant. <u>Heath I dave a gavanzaet and part a</u> dameter 36° long, 6° below the surface of the granul and located dave east along the next hins of section 34 T WIN 2 N, R 32 EWM A distance of 133, 98 feet from the wortheast corres of section 34 to a part on the estable west along the next hins of section 34 T WIN 2 N, R 32 EWM A distance of 133, 98 feet dave dave and the surface of 134, 98 feet dave dave and the surface of 123, 93 feet to the part in the center of an along part of way line of U.S. Highway ¹¹², 395 feere dave for along 50 file S dong the enterthine of soid section 34 a distance of 1233, 92 feet to part in the center of an along patient control is lined and Journay 1960, thence S of 19E dong the enterthine of soid section 34, thence N 89⁷/9^{-54*} W along the East-West centerline of soid section 34, thence N 89⁷/9^{-54*} W along the East-West centerline of soid section 34. adistance of IISI.75 feet to a point on the easterly right of way of U.S. Highway # 395; thence N 1°54'23"W along the said easterly right of way of U.S. Highway # 395 a distance of 1,419,66 feet; thence northerly a distance of 32.47 feet along soid easterly right of way of U.S. Highway#395 along an offset spiral curve that curves to the left and is 100.00 feet distant Easterly from the centerline spiral curve whose spiral angle is 1° 24 24" and length is 375.00 feet and sublends a chord on the easterly right of way of 32.47 feet which bears N 1° 54 39" W thence due East a distance of 781.90 feet; thence along a curve to the left whose radius is 20.00 feet a distance of 31.41 feet, said curve sublends a chord of 28.28 feet which bears N 450/2 thence Due North a distance of 640.24 feet; thence along a curve to the left whose radius is 100.00 feet a distance of 49.00 feet, sold curve sublends a chord of 48.51 feet which bears N 14 02'15" W, thence N 28" 04 30" W a distance of 303.34 feet; thence along a curve to the right whose radius is 160.00 feet a distance of 78.40 feet, said curve sublends a chord of 77.62 feet which bears N14°02'15" W; thence due North a distance of 55.00; thence along a curve to the left a row outpert, sub core submits a clinic of 7.5 cert mixin torus in 14 cert in timele due not in a basis of 30 cert in timele due and a submit of 3.4 (feat, sad curve submits a core of 3.4 (feat, sad curve submits) a core of 3.4 (feat, sad curve 60.82, feet soid curve subtends a chord of 60.82 feet which bears N 9° 23' 49" W, to the point of beginning and The INITIAL POINT.

Stanly & Hallulis

SUBSCRIBED AND SWORN TO before methis 19th day of JANUARY, 1960.



I LLOYD E STAFFORD, and I ROY JOHNSON, respectively assessor and sheriff of Umatilia County, Oregon, and each hereby certify thay we have examined the tax records relative to the land covered by the accompanying pict 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 yesthereby appage of said plat. DATED THIS <u>S</u> DAY OF <u>MARCH</u> (1960)
hove been poid and wetteredy copyoid of sol pail. DaileD THISII OFII OF
(COUNTY JUDGE)
(COUNTY COMMISSIONER) C.

ATTEST: I, JESSIE M. BELL, County Clerk of Urnotilia, Oregon do hereby certify that the above named were on the date of said order above specified and are now 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 officed is the seal of my office.

(COUNTY CLERK) Lerne m Bellaunty Click

The accompanying play by perety approved by resolution of the undersigned adapted on <u>19th</u> day of <u>LEARWARY</u> <u>1960</u>, and approval duly filed. (CHAIRMAN) <u>Horona</u>, CITY PLANNING COMMISSION of the city of PENDLETON, OREGON. (SECRETARY) <u>Topus full Chicef</u>, Approved <u>19th</u> DAY OF <u>LEARWARY</u> <u>1960</u> (CITY ENGINEER) <u>Internet of the city</u> of <u>PEARWARY</u> <u>1960</u>, (COUNTY SURVEYOR) <u>Warne</u> <u>Chicef</u>