

SUNSET VALLEY TRACTS

IN UMATILLA COUNTY, OREGON

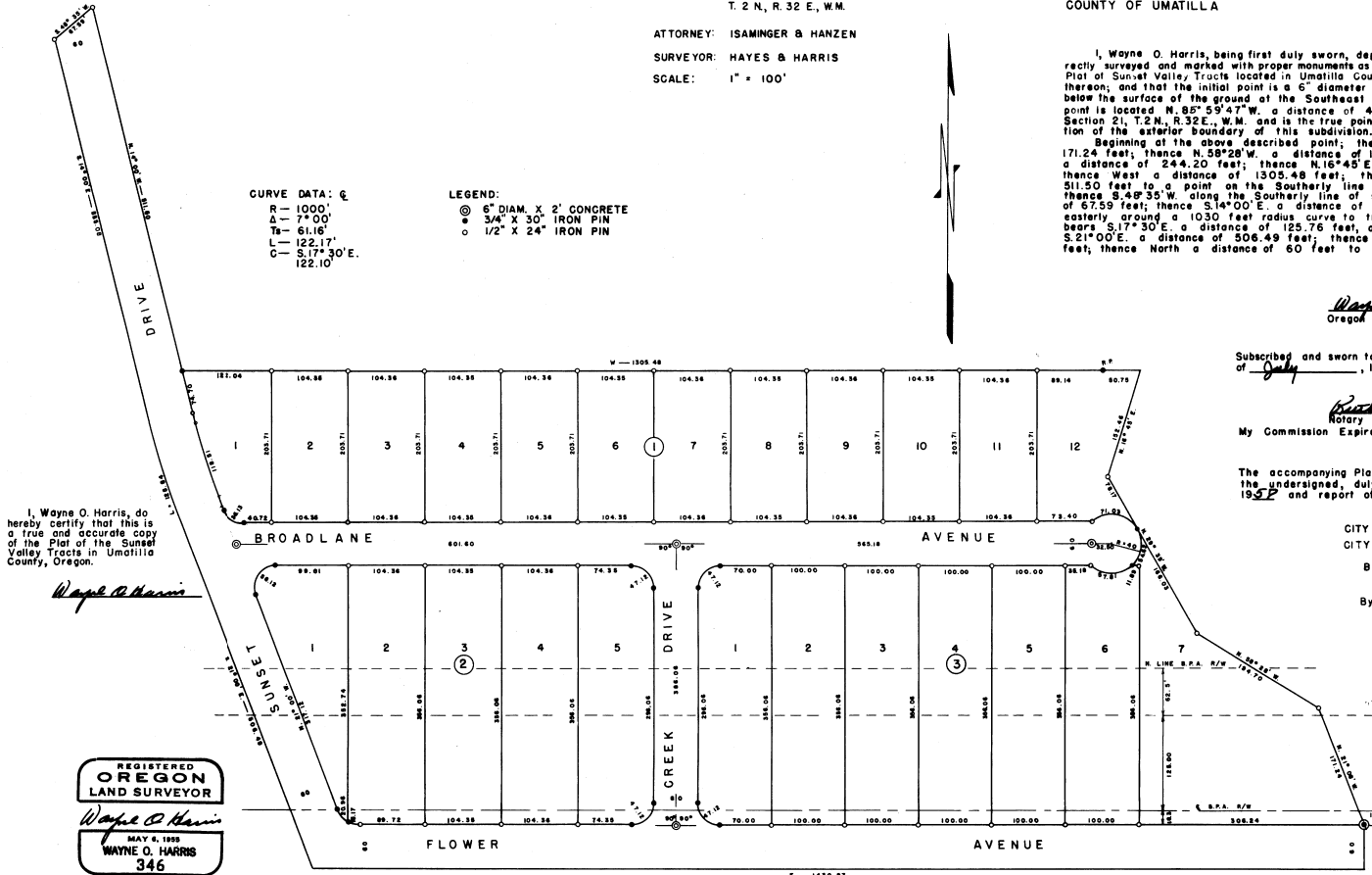
LOCATION: N. W. 1/4, SECTION 21
T. 2 N., R. 32 E., W.M.
ATTORNEY: ISAMINGER & HANZEN
SURVEYOR: HAYES & HARRIS
SCALE: 1" = 100'

STATE OF OREGON SS
COUNTY OF UMATILLA

I, Wayne O. Harris, being first duly sworn, depose and say that I have correctly surveyed and marked with proper monuments as indicated on the accompanying Plat of Sunset Valley Tracts located in Umatilla County, Oregon, the lands indicated thereon; and that the initial point is a 6" diameter by 2' concrete monument 6' below the surface of the ground at the Southeast corner of said Tract; that said point is located N. 85° 59' 47" W., a distance of 433.41 feet from the center of Section 21, T. 2 N., R. 32 E., W.M. and is the true point of beginning for the description of the exterior boundary of this subdivision.
Beginning of the above described point; thence N. 21° 08' W. a distance of 171.24 feet; thence N. 59° 28' W. a distance of 194.70 feet; thence N. 2° 59' 39" W. a distance of 244.20 feet; thence N. 16° 45' E. a distance of 152.46 feet; thence West a distance of 1305.48 feet; thence N. 14° 00' W. a distance of 511.50 feet to a point on the Southerly line of County Road No. 257; thence S. 48° 35' W. along the Southerly line of said County Road a distance of 67.59 feet; thence S. 14° 00' E. a distance of 555.08 feet; thence South - easterly around a 1030 feet radius curve to the left, the long chord of which bears S. 17° 30' E. a distance of 125.76 feet; thence East a distance of 1430.87 feet; thence North a distance of 60 feet to the point of beginning.

CURVE DATA: ϵ
R - 1000'
 Δ - 7° 00'
T₁ - 61.16'
L - 122.17'
C - S. 17° 30' E.
122.10

LEGEND:
⊙ 6" DIAM. X 2' CONCRETE
• 3/4" X 30" IRON PIN
○ 1/2" X 24" IRON PIN



I, Wayne O. Harris, do hereby certify that this is a true and accurate copy of the Plat of the Sunset Valley Tracts in Umatilla County, Oregon.

Wayne O. Harris

REGISTERED OREGON LAND SURVEYOR
Wayne O. Harris
MAY 6, 1955
WAYNE O. HARRIS
346

Wayne O. Harris
Oregon Registered Land Surveyor
No. 346

Subscribed and sworn to before me this 29th day of July, 1957.

Paul J. Pruss
Notary Public for Oregon

My Commission Expires Dec 22, 1960

The accompanying Plat is approved by resolution of the undersigned, duly adopted on July 26, 1957 and report of said approval duly filed.

CITY PLANNING COMMISSION
CITY OF PENDLETON, OREGON

By *M. McCombs*
President
By *Manly A. Shaw*
Secretary

KNOW ALL MEN BY THESE PRESENTS: That F. J. Burns and Kathryn Burns, his wife, and Harold E. Bartsch and Myrtle B. Bartsch, 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 and ways designated on said Plat, and do hereby establish and acknowledge the accompanying as the official map and Plat of the Sunset Valley Tracts.

Dated 7-29 1957
Harold E. Bartsch
Harold E. Bartsch
Myrtle B. Bartsch
Myrtle B. Bartsch
F. J. Burns
F. J. Burns
Kathryn Burns
Kathryn Burns

STATE OF OREGON SS
COUNTY OF UMATILLA

On the 29 day of July, 1957, F. J. Burns and Kathryn Burns, husband and wife, and Harold E. Bartsch and Myrtle B. Bartsch, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument to be their voluntary act and deed.

Isaminger & Hanzen
Notary Public

My Commission Expires January 16, 1959.

I, Wayne O. Harris, County Surveyor of Umatilla County, Oregon hereby certify that I have carefully examined the accompanying Plat and checked the same and the computations for making said Plat to determine if they comply with the provisions of the law and with the requirements of the planning agencies and of the County Court; that the streets, drives, 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 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 95-1309, O.C.L.A., and other laws of the State of Oregon relative thereto; and I, therefore, approve said Plat for approval by said Court, and for filing and record.

Dated 7-29, 1957.

Wayne O. Harris
County Surveyor of Umatilla County

CENTER OF SECTION, FOUR CORNER,
STATE OF OREGON,
COUNTY OF UMATILLA, } ss.

This instrument was filed for record on Jul-30-1957 at 1:55 o'clock P.M. in the record of Umatilla Plat of said County in Book 8 Page 22
Jack Tolson
Recorder of Conveyances
By 7:00 Deputy
Page # 7:00 No. 196506

I, Lloyd E. Stafford, and I, Roy Johnson, 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 7-29, 1927

Lloyd E. Stafford Assessor

Roy Johnson Sheriff

This is to certify that the accompanying Plat is approved for filing and record in "Record of Town Plat" of Umatilla County, Oregon, by the undersigned by its order dated July 29, 1927, recorded in the County Court Journal, page 22.

COUNTY COURT OF UMATILLA COUNTY, STATE OF OREGON

By D. R. Cook County Judge

By R. M. Kelly County Commissioner

By J. J. Hayes County Commissioner

Attest:

I, Jessie N. 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 N. Bell County Clerk Umatilla County, Oregon

DECLARATION AS TO RESERVATIONS, RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, F. J. BURNS and KATHRYN BURNS, husband and wife, and HAROLD E. BARTSCH and MYRTLE B. BARTSCH, husband and wife, hereinafter designated as Dedicators, the owners of the property within the boundaries of the area platted in 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 use of said Addition as shown on said plat and as in this declaration set forth. Dedicators hereby declare that such general scheme and plan as now hereby impressed and fixed on all said Addition, and each part thereof, and that all 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 or conveyance to any such successors, representative or assign. 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 any portion of any lot therein.

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 said 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 any other persons or agencies. 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 same or at any later date. Such waiver shall not be effective until recorded in the Recorder's Office in Umatilla County, Oregon.

The restrictive and protective covenants shall be as follows:

1. There shall be erected on each lot one, and one only, residential unit for one family only and may not be moved therefrom from elsewhere and said building shall be constructed entirely upon the premises, and shall contain not less than 1,000 square feet of floor space on its first or main floor and shall not exceed one-half story in height as the term is generally understood by the architectural profession. For the purpose of any such residence building containing any sleeping quarters (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. For the purpose of computing said minimum requirement of floor area included in the first or main floor level (measurements to be taken from the outer face of exterior walls), including chimneys, but not basements, cellars, porches, open patios, and garages which constitute an integral part of the residence structure, any area above or below the first or main story and level.

2. That no residence building or outbuilding thereof or any part thereof shall be located nearer than twenty feet to the front line of any lot, or nearer than fifteen feet to any side street, or line of any lot, or nearer than fifteen feet to any side lot line (which side lot line adjoins another lot), or nearer than fifteen feet to any rear lot line, unless more than one lot be used for one building unit, in which event the building on the lot line or lines separating the lots being built on will be permitted, provided that the set-backs above provided shall be in full force and effect as if the multiple lots were one lot only.

3. 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, tile, masonry, stucco or cement, shall be painted or stained, and the painting and staining thereof shall be completed within twelve months from the date of commencement of the construction of such building.

4. No wall or fence shall be erected or maintained to the rear of the building set-back line of a height to exceed six feet. Between the front building set-back line and the street-lot line a fence not to exceed three feet in height may be erected.

5. All lots or portions thereof in said addition shall be used and occupied for private residential purposes only, 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, motel, store, sales yard, warehouse, hospital, institution, tavern, public house, garage, service station, place for public amusement, or as a place for manufacturing, commercial or professional enterprise of any nature whatsoever, except for the establishment of public parks.

6. That no barns, stables, cow house, or shed, pen, pig-pen, or sheep, goat, or cattle shed, or any other structure or enclosure of any kind whatsoever, except said dwelling house and customary outbuildings thereof, and the shed, cow house, and fences and walls surrounding the same, shall be built, erected or maintained on any lot or lots, or portions thereof, in said addition.

7. That no obnoxious or unsightly outbuildings shall be erected or placed on any lot or lots, or portions thereof, in said addition. That no obnoxious or offensive trade or activity shall be carried on upon any lot or lots, or

portions thereof in said addition, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. All premises shall be kept in a clean and orderly condition, and all growth of weeds shall be cut down or burned, and the premises shall at all times be kept in a neat and orderly condition, and no unsightly structure or portions of any kind may be stored upon said property, which may or could detract from the value of surrounding properties, and any such storage shall be, and does, constitute a nuisance.

8. That no animals or livestock shall be kept on any of said 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 the lots; no kennel, dairy stable, barn or hut shall be erected or maintained on any of said 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 subparagraph shall not be construed to prohibit ordinary household pets, as long as the same do not constitute an annoyance or nuisance.

9. That no structure, tent, trailer or living quarters, permanent or temporary, shall be placed upon any lot or lots, or portion thereof, in such addition and used for residence purpose prior to the erection and completion of the main residence thereon, or at any time thereafter.

10. Each dwelling constructed upon 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 when a public sewer main shall be installed to serve said tract, each dwelling house thereafter shall promptly and properly connect with said sewer main. Oil, drilling, oil development, operation, refineries, mining operations of any kind, tunnels, mineral excavations, shafts, and borings shall not be permitted.

11. No advertising signs shall be erected upon any of said lots, or any portion thereof, or upon any buildings or improvements located thereon, save and except some placards and signs for Rent signs, all of which are to be, to relate, and to apply, and to be restricted to the lot or lots on which the same are placed.

12. That no rubbish or debris of any kind or character shall ever be placed or permitted to accumulate upon any of said lots, or any portion thereof, in such amount or such kind so as to render some said portion unsanitary, unightly, offensive, or detrimental to any other of the lots in said addition. That no planting of any kind or any structure of any kind extending more than four feet above the unfinished grade of any of said lots shall be placed on any portion of any lot encompassed within any of the signs designated on said plat as an intersection visibility zone.

13. Lots may be subdivided for expansion or additional area, but no residential unit may be constructed or maintained or occupied on an area less than the area of a lot as platted in this subdivision.

Said covenants are for the benefit of each and all of the owners of the lot, or lots, or portion thereof in said addition, and may be enforced by any one or more of them.

In the event of violation of any covenant contained in the declaration, actual damage to any other lot owner in said Addition shall be conclusively presumed, and the value of said damage shall be so presumed to be in an amount at least \$100 or in such greater amount as a court or jury may properly determine.

It shall be lawful not only for Dedicators and their 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 of law or in equity against the person or persons violating or threatening to violate any of said covenants when effective. No covenant shall be enforced for damages against the Dedicators, but said covenant may be proceeded on, for an injunction and specific performance thereof against dedicators or their successors and also for damages against the party or parties violating the said covenant, or their heirs, executors or assigns.

Time and the strict, prompt and punctual performance and observance of each and all of the covenants herein contained to be kept, performed and observed by the parties affected hereby are in each and every case of the essence of this declaration. 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 29 day of July, 1927

F. J. Burns Kathryn Burns Harold E. Bartsch Myrtle B. Bartsch

STATE OF OREGON, COUNTY OF UMATILLA, ss.

This instrument was filed for record on JUL 30 1927 at 1:55 P.M. in the record of Umatilla County in

Book Page 22 Jack Wilson Recorder of Deeds

By Deputy Fees \$ 2.00 No. 196506