

MEADOWBROOK NO.2

A REPLAT OF LOTS 12347246, 123457, 41 NW 44.47 THRU 53, 55 THRU 59 "MEADOWBROOK"
N.W. 1/4 OF SECTION 13, T-13, R-2W W.M.
WASHINGTON COUNTY, OREGON

JULY, 1981
ALPHA ENGINEERING, INC.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT
DIMEO-GORDON ENTERPRISES, INC., WILLIAM E. NEIL, ELAINE S. NEIL,
DARLENE A. DIMEO, HUSBAND AND WIFE, DAVID DIMEO AND
DARLENE A. DIMEO, HUSBAND AND WIFE, THOMAS W. JOHNSON AND ARDYTHE A. GORDON, DO HEREBY MAKE, ESTABLISH AND DECLARE THE
PLAT OF MEADOWBROOK NO. 2, AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, A TRUE MAP AND
PLAT TO BE OF FULL AND COMPLETE EFFECT AND TO BE A PART OF THE PUBLIC RECORDS SHOWN ON SAID MAP AND ALL STREETS AND EASEMENTS BEING OF THE WIDTHS
THEREON SET FORTH AND WE DO HEREBY DELEGATE TO THE USE OF THE PUBLIC AS PUBLIC RIGHTS FOREVER ALL STREETS SHOWN ON
SAID MAP.
* SEE ART. 80-0002

Glenn R. Gordon
GLENN R. GORDON

Ardythe A. Gordon
ARDYTHE A. GORDON

Darlene A. Dimeo
DARLENE A. DIMEO

Elaine S. Neil
ELAINE S. NEIL

Thomas W. Johnson
THOMAS W. JOHNSON

William E. Neil
WILLIAM E. NEIL

David Dimeo
DAVID DIMEO

Frank V. Prime
FRANK V. PRIME

ACKNOWLEDGEMENT:

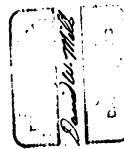
STATE OF OREGON

COUNTY OF WASHINGTON

THIS CERTIFIES: THAT ON THIS 18th DAY OF Sept, 1981, BEFORE ME, A NOTARY PUBLIC IN AND FOR OREGON, PERSONALLY
APPEARED GLEN R. GORDON AND ARDYTHE A. GORDON, HUSBAND & WIFE, DAVID DIMEO AND DARLENE A. DIMEO, HUSBAND AND WIFE
THOMAS W. JOHNSON AND FRANK V. PRIME, _____, WILLIAM E. NEIL, ELAINE S. NEIL,
KNOWN TO BE THE PERSONS NAMED AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND THEY ACKNOWLEDGE TO ME THAT THEY
EXECUTED THE SAME FREELY AND VOLUNTARILY.
NOTARY PUBLIC IN AND FOR OREGON
Thomas W. Johnson
MY COMMISSION EXPIRES 2 2 85



I HEREBY CERTIFY THAT THIS PLATING
IS A TRUE AND EXACT COPY OF THE
PLAT OF "MEADOWBROOK NO. 2".
David W. Miller
D.W. 1915



PLAT RESTRICTIONS

1. A 6.00 FT. UTILITY EASEMENT SHALL EXIST ALONG ALL FRONT LOT LINES.

APPROVALS

APPROVED THIS 18th DAY OF December, 1981
WASHINGTON COUNTY PLANNING COMMISSION
BY William E. Neil

APPROVED THIS 30th DAY OF December, 1981
WASHINGTON COUNTY SURVEYOR
BY William E. Neil

APPROVED THIS 30th DAY OF December, 1981
WASHINGTON COUNTY DEPT. OF PUBLIC HEALTH
BY May C. Harrison

APPROVED THIS 31st DAY OF December, 1981
WASHINGTON COUNTY ASSESSOR AND TAXATION
WASHINGTON COUNTY (COUNTY ASSESSOR)
BY William E. Neil

APPROVED THIS 31st DAY OF December, 1981
BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY
BY William E. Neil
David W. Miller
Bill Gordon

ATTEST: William E. Neil, 3/15/81, 1981
DIRECTOR OF RECORDS
WASHINGTON COUNTY (COUNTY CLERK)
BY William E. Neil

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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DECLARATION OF RESERVATIONS
RESTRICTIONS, CONDITIONS AFFECTING THE PLAT OF
MEADOWBROOK NO. 2

TA 8203120-4

It being acknowledged that WILLIAM E. NEIL, ELAINE S. NEIL, GLEN R. GORDON and ARDYTHE A. GORDON, husband and wife, DAVID DIMEO and DARLENE A. DIMEO, husband and wife, THOMAS W. JOHNSON and FRANK V. PRIME, DIMEO-GORDON ENTERPRISES, INC. an Oregon corporation, Declarants, hereby impose upon the Plat of MEADOWBROOK NO. 2, in the form of perpetual covenants running with the land, the following general scheme of reservations, restrictions and conditions upon the ownership, use and occupation of all lots therein and intended to confer reciprocal benefits and servitudes upon all successive owners of the lots deriving title through the Declarants, whether the covenants declared hereby are mentioned in the future contracts of sale or conveyances of the lots or not. These Declarants are intended to supplement and not replace those Declarantions Recorded August 2, 1977 in Book 1187 Page 876 and amended Book 1204 Page 256.

I. PARTY WALLS

Section A. General Rules of Law to apply. Each wall which is built and part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. Any new installation, remodeling, or repair thereof including new roof, gutters, siding, garage door or any other alterations to the exterior portion of attached units will be consistent with the materials and colors used over both halves of the entire structure.

Section C. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger

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contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section D. Weatherproofing. Notwithstanding any other provision of this agreement, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section E. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this agreement shall be appurtenant to the land and shall pass to such owner's successors in title.

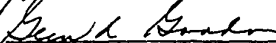
Section F. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this agreement, choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

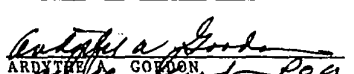
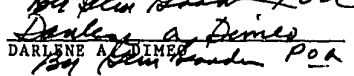
II. COMMON LATERAL SEWER LINES.

Section A. The cost of maintenance and repair of common lateral sewer lines shall be shared by the owners of those lots benefitting from each common sewer line.

IN WITNESS whereof, the undersigned Declarants have caused this instrument to be executed and have hereunto set their hands and seals this 12th day of April, 1982.


GLEN R. GORDON

DAVID DIMEO

DARLENE A. DIMEO


ARDYTHE A. GORDON

DARLENE A. DIMEO

GLEN R. GORDON, PRESIDENT
DIMEO-GORDON ENTERPRISES, INC.

STATE OF OREGON,

County of WASHINGTON } ss.

BE IT REMEMBERED, That on this 12th day of April, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Glen R. Gordon, individually and as attorney in fact for Ardythe A. Gordon, David Dimeo and Darlene A. Dimeo and Glen R. Gordon as President of Dimeo-Gordon Enterprises, Inc., known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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


Notary Public for Oregon.
My Commission expires 6/17/84

GENERAL ACKNOWLEDGMENT
Form No. 0-16

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IN WITNESS whereof, the undersigned Declarants have caused this instrument to be executed and have hereunto set their hands and seals this 6th day of April, 1982.

Elaine S. Neil
Elaine S. Neil

William E. Neil
William E. Neil

Dorothy A. Morris
Dorothy A. Morris

ACKNOWLEDGEMENT:)
STATE OF CALIFORNIA) ss:
COUNTY OF San Diego)

This certifies that on this 6th day of April, 1982, before me, a Notary Public in and for California, personally appeared Elaine S. Neil, William E. Neil and Dorothy A. Morris, known to me to be the persons named, and who executed the foregoing instrument, and they acknowledged to me that they executed the same freely and voluntarily.

Before Me: A. L. Agostini
NOTARY PUBLIC FOR CALIFORNIA

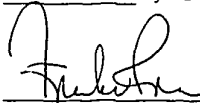


My Commission Expires: 12-29-85

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IN WITNESS whereof, the undersigned Declarants have caused this instrument to be executed and have hereunto set their hands this 5th day of April, 1982.

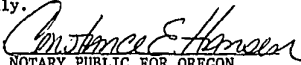

Frank V. Prime


Thomas W. Johnson

ACKNOWLEDGEMENT:

STATE OF OREGON)
BENTON) ss:
COUNTY OF WASHINGTON)

This certifies that on this 5th day of April, 1982 before me, a Notary Public in and for Oregon, personally appeared Frank V. Prime and Thomas W. Johnson, known to me to be the persons named, and who executed the foregoing instrument, and they acknowledged to me that they executed the same freely and voluntarily.

Before Me 
NOTARY PUBLIC FOR OREGON

My Commission Expires: 4-8-84

STATE OF OREGON }
County of Washington } ss

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio Chief Deputy Clerk

1600/A

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