

# DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, LAURA M. VUOLSTEKE, A MARRIED WOMAN AND JOHN B. ROOD, JR. AND JEANETTE M. ROOD, HUSBAND AND WIFE DO HEREBY DECLARE THE ANNEXED MAP TO BE A TRUE AND CORRECT MAP OF THE LANDS OWNED AND LAID OUT BY THEM AS "KALON PARK", AND BEING MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREUNTO ANNEXED, AND THEY DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES AND ROADS REPRESENTED UPON SAID MAP. AN INTEREST IN THE ABOVE LANDS IS RECORDED IN A CONTRACT FROM JOHN B. AND JEANETTE M. ROOD, JR. TO ARTHUR F. MILLER AND DAVID B. HALL RECORDED IN BOOK 881, PAGE 846 OF THE WASHINGTON COUNTY DEED RECORDS.

Witness my hand and seal of office this 12th day of July, 1971.  
Notary Public for the State of Oregon  
Keith M. Clark  
538

# ACKNOWLEDGEMENT

STATE OF OREGON  
COUNTY OF WASHINGTON

THIS IS TO CERTIFY THAT ON THIS 12 DAY OF July, 1971, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LAURA M. VUOLSTEKE, JOHN B. ROOD, JR., JEANETTE M. ROOD, ARTHUR F. MILLER AND DAVID B. HALL, WHO ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF OREGON  
MY COMMISSION EXPIRES 2-23-72

# SURVEYOR'S CERTIFICATE

STATE OF OREGON  
COUNTY OF WASHINGTON

I, KEITH M. CLARK, BEING FIRST DULY SWORN ON OATH, DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED THE LAND REPRESENTED BY THE ANNEXED MAP OF "KALON PARK" AND MONUMENTED ALL LOT CORNERS AND CURVE POINTS WITH 5/8" X 50" IRON RODS AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE SURVEYORS ASSOCIATION OF OREGON, FROM WHICH POINT THE NORTHWEST CORNER OF THE U.H. MC MILLEN D.L.C. BEARS N88°44'E 183.17 FT. AND N07°03'E 477.75 FEET, AND THAT THE LAND REPRESENTED UPON SAID MAP IS DESCRIBED AS FOLLOWS: BEGINNING AT THE ABOVE DESCRIBED INITIAL POINT AND RUNNING THENCE S 7°03'W ON THE WEST LINE OF LOT 83 OF BEAVERTON-REEDVILLE ACRES A DISTANCE OF 552.16 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N88°44'E ON THE SOUTH LINES OF LOTS 83 AND 80 OF ABOVE SAID PLAT A DISTANCE OF 770.20 FEET TO THE SOUTHEAST CORNER OF LOT 80; THENCE N07°03'E ON THE EAST LINE OF LOT 80 A DISTANCE OF 500.07 FEET TO A POINT; THENCE S88°44'W PARALLEL WITH THE SOUTH LINE OF SAID LOT 80 A DISTANCE OF 385.10 FEET TO A POINT ON THE EAST LINE OF LOT 83; THENCE N07°03'E ON SAID EAST LINE 302.09 FEET TO A POINT 25 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 83; THENCE S88°44'W 385.10 FEET TO THE POINT OF BEGINNING.

SUBSCRIBED AND SWORN BEFORE ME THIS 12th DAY OF July, 1971

NOTARY PUBLIC FOR THE STATE OF OREGON  
MY COMMISSION EXPIRES 2-23-72

REGISTERED  
OREGON  
LAND SURVEYOR  
JULY 14, 1961  
KEITH M. CLARK  
538

## APPROVALS

APPROVED THIS 23rd DAY OF March, 1972  
WASHINGTON COUNTY PLANNING COMMISSION

BY William F. Carter  
CHIEF, ENGINEERING DIV., DEPT. OF PUBLIC WORKS  
(SURVEY SECTION) WASHINGTON COUNTY

APPROVED THIS 23rd DAY OF March, 1972  
DIRECTOR OF REVENUE AND TAXATION  
(COUNTY ASSESSOR), WASHINGTON COUNTY

BY David E. Moore, Deputy  
Ronald W. Mason

APPROVED THIS 23rd DAY OF March, 1972  
BOARD OF COUNTY COMMISSIONERS  
WASHINGTON COUNTY

BY John C. Anderson  
John C. Anderson  
John C. Anderson  
John C. Anderson

ATTEST: DIRECTOR OF RECORDS AND ELECTIONS  
(COUNTY CLERK), WASHINGTON COUNTY  
BY Robert E. Hornbaker  
3-23-72

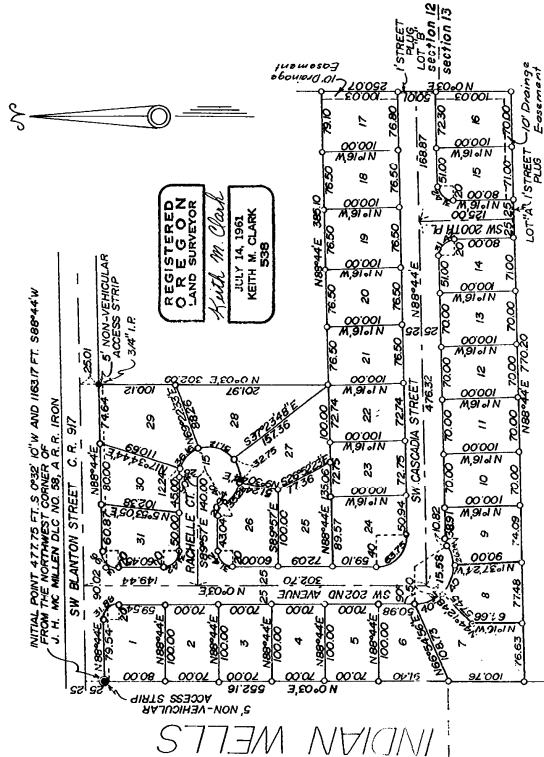
# KALON PARK

a replat of lot 83 and a part of lot 80  
beaverton - reedville acreage  
Sections 12&13, T1S, R2W

WASHINGTON COUNTY, ORE.

JUNE 1971

SCALE: 1"=100'



## LOT CURVE DATA

LOT NO.	BEARING	ANGLE	RADIUS	ARC LENGTH	LENGTH BEYOND
1	91° 19'	20.00	31.68	28.61	543.58 30'E
7	45° 32' 14"	50.00	46.00	38.64	N82°35'00"W
8	50° 32' 14"	50.00	46.00	38.64	S88°44'00"W
9	30° 00' 00"	20.00	31.68	28.61	N73°03'00"E
14	90° 00'	20.00	31.68	28.61	N07°03'00"E
15	90° 00'	20.00	31.68	28.61	N88°44'E
24	91° 19'	20.00	31.68	28.61	S88°44'00"E
25	90° 00'	20.00	31.68	28.61	N88°44'E
26	60° 00'	20.00	31.68	28.61	S88°44'00"E
27	50° 32' 14"	50.00	46.00	38.64	S88°44'00"E
28	45° 32' 14"	50.00	46.00	38.64	N82°35'00"W
29	51° 47' 59"	50.00	46.00	38.64	N88°44'00"E
30	17° 53' 44"	40.00	12.21	12.19	N87°10'00"W
31	90° 00'	20.00	31.68	28.61	N88°44'00"E
31	88° 44'	20.00	30.98	27.96	N88°44'00"E

I HEREBY CERTIFY THAT THIS TRACING IS AN EXACT COPY OF THE ORIGINAL PLAT OF "KALON PARK".

Keith M. Clark

STATE OF OREGON  
COUNTY OF WASHINGTON  
JULY 14, 1961  
KEITH M. CLARK  
538

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.

Recorded By  
Pioneer National  
Title Insurance Company

785

63399A

AMENDMENT OF DECLARATION OF CONDITIONS AND RESTRICTIONS

FOR KALON PARK

THE UNDERSIGNED, as the owners of the lots in said subdivision hereby amend the declaration of Conditions and Restrictions for said plat, which were recorded April 24, 1972, in Book 863, page 846, Records of Washington County, Oregon, to provide an amendment of provision numbered 6 in said Declaration as follows:

6. An easement over and across all land situated within 5 feet of the side and rear lines of each lot or residential building tract for the installation and maintenance of utilities and drainage facilities is hereby reserved. In addition there shall exist a Drainage Easement 10 feet in width within and adjacent to the perimeter of said Flat.

As thus modified, the terms, conditions and provisions of the original declaration shall continue in full force and effect.

DATED: this 16<sup>th</sup> day of <sup>November</sup> October, 1972.

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X Arthur F. Miller  
 X Lola M. Miller  
 X Laura M. Vuylsteke  
 X David B. Hall  
 X Loren K. Erlandson  
 X Milo A. Doran

ARTHUR F. MILLER

LOLA M. MILLER

LAURA M. MILLER, now LAURA M. VUYLSTEKE

DAVID B. HALL

LOREN K. ERLANDSON

DORAN CONSTRUCTION COMPANY, INC.  
By MILO A DORAN

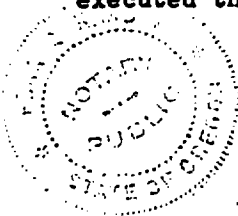
STATE OF OREGON,

County of Washington ss.

BE IT REMEMBERED, That on this 6<sup>th</sup> day of November, 1972,  
 before me, the undersigned, a Notary Public in and for said County and  
 State, personally appeared the within named ARTHUR F. MILLER, LOLA M.  
MILLER, LAURA M. VUYLSTEKE, DAVID B. HALL, LOREN K.  
ERLANDSON, MILO A. DORAN, President of DORAN CONSTRUCTION CO., INC.  
 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.

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

Thomas J. Hardin  
 Notary Public for Oregon

My Commission expires 4/2/74

Filed for record 11-7-72 at 1:03 P.M.  
 ROGER THOM SENK, Director of Records & Elections  
 By DC Deputy

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Washington } ss.  
 before me appeared Milo A. Doran

On this 6th day of November, 1972.

known to me personally known, who being  
 duly sworn, did say that he, the said Milo A. Doran  
 is the 1st President, ~~and~~ of DORAN CONSTRUCTION COMPANY, INC.  
 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-  
 tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board  
 of Directors, and and  
 acknowledge said instrument to be the free act and deed of said Corporation.

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

Thomas J. Hardin  
 Notary Public for Oregon.  
 My Commission expires 4/2/74

BOOK 895 PAGE 918

THE UNDERSIGNED, the owner of the real property now platted as Kalon Park Subdivision, which plat is recorded in Book 30, at Page 50, of Plat Records of Washington County, State of Oregon, hereby makes the following (additional) declarations as to limitations, restrictions, and uses to which the lots and/or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants running with the land for the benefit of all future owners of properties within said subdivision and thereby binding upon all parties and all persons claiming under the undersigned. For the purpose of keeping said subdivision desirable, uniform, attractive, and suitable in design and use:

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within this subdivision. All owners of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this

13 day of APRIL, 1972

Laura M. Vuylsteke  
LAURA M. VUYLSTEKE

Arthur F. Miller  
ARTHUR F. MILLER

JOHN B. ROOD JR.

PAUL E. VUYLSTEKE

DAVID B. HALL

JEANETTE M. ROOD

NOTARY FOR CORPORATION

STATE OF OREGON

County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being duly sworn did say that (he is)(they are) the said \_\_\_\_\_ of the within-named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate, written.



Notary Public for Oregon  
My Commission expires \_\_\_\_\_

NOTARY FOR INDIVIDUAL OR PARTNERSHIP

STATE OF OREGON  
County of Multnomah ss:

APRIL 13, 1972

Personally appeared the above named Paul E. and Laura M. Vuylsteke, Arthur F. Miller, David B. Hall, John B. and Jeanette and acknowledged the foregoing instrument to be their voluntary act. Before me: W. Rood, Jr.

W. Rood, Jr.  
Notary Public for Oregon  
My Commission expires 3-14-75

STATE OF OREGON  
County of Washington ss:

BOOK 866 PAGE 27

I, Roger Thomssen, Director of Records and Elections 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 No. \_\_\_\_\_ of said County

Witness my hand and seal affixed.  
ROGER THOMSEN, Director of Records & Elections

MAY 8 10 17 AM '72 Deputy

A. Yondil

**5448**

CONDITIONS AND RESTRICTIONS FOR  
KALON PARK

TO THE PUBLIC:

1. The undersigned do hereby certify and declare that the following reservations, conditions, covenants and agreements shall become and hereby are made a part of all conveyances of property owned by the above named persons or corporations, within the plat of Kalon Park as the same appears in Plat recorded in Book 30, Page 50 of Plats in Washington County, Oregon, on the 29th day of March 1972, of which covenants and agreements shall become a part by reference hereto and to which it shall thereupon apply as fully and with the same effect as if set forth at large therein.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 stories in height and private garage for not more than two cars.
3. No dwelling shall be erected or placed on any residential lot which has an area of less than 7,000 square feet or a width of less than 40 feet at the front building set-back line; those lots fronting on cul de sacs or curves are excepted.
4. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
5. No dwelling or other building shall be erected within 20 feet of the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yards shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum front building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches which protrude past any setback line shall not be construed as a violation of said setback lines.
6. An easement over and across all land situated within 5 feet of the side and rear lines of each lot or residential building tract for the installation and maintenance of utilities and drainage facilities is hereby reserved.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

BOOK **863** PAGE **846**

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. An appropriate entrance marker is excepted herefrom.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the building setback line unless similarly approved. The Architectural Control Committee is composed of three persons designated by the undersigned, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designate representatives shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event. If no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. Invalidatation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

David B. Hall

Laura Vuytsteke FORMERLY

LAURA M. MILLER

Arthur F. Miller

Laura M. Miller

BOOK 863 PAGE 847

STATE OF OREGON,

County of *Washington*

} ss. 5448

BE IT REMEMBERED, That on this *17th* day of *February* before me, the undersigned, a Notary Public in and for said County and State, personally appeared the w  
named *DAVID B. MILLER - LAURA VUY-ETKE, FREEMONT. LAUR*  
*MILLER, ARTHUR F. MILLER - LAURA M. MILLER*

known to me to be the identical individual described in and who executed the within instrument  
acknowledged to me that executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and af  
my official seal the day and year last above writt



*David B. Miller*  
Notary Public for Oregon.  
My Commission expires *7-2-75*

BOOK 863 PAGE 848

Recorded 4-24-72  
FORM NO. 23 - ACKNOWLEDGMENT  
STEVEN, NESS LAW PUB. CO., PORTLAND  
Filed for record *4-27-72* at *10:12 AM*  
ROGER THOMSEN, Director of Records & Elections  
By *RLP*