

MEADOWBROOK NO.2

A REPLAT OF LOTS 12347246/123457, 41 IN. 44.47 IN. 53, 55 THRU 59 "MEADOWBROOK"
N.W. 1/4 OF SECTION 13, T-13-S-21-W-14,
WASHINGTON COUNTY, OREGON

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 ARDITHA A. GORDON, HUSBAND AND WIFE, DAVID DIMEO AND
DARLENE A. DIMEO, HUSBAND AND WIFE, FRANK V. PRIME, DO HEREBY MAKE, ESTABLISH AND DECLARE THE
PLAT "MEADOWBROOK NO. 2," AS DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, A TRUE MAP AND
PLAT TO BE OF FULL AND COMPLETE EFFECT TO THE PUBLIC AS PUBLIC RIGHTS FOREVER ALL STREETS SHOWN ON
THEREON SET FORTH AND WE DO HEREBY DELEGATE TO THE USE OF THE PUBLIC AS PUBLIC RIGHTS FOREVER ALL STREETS SHOWN ON
SAID MAP.

WE SEE BY REC-0002

Glen R. Gordon
GLEN R. GORDON

Arditha A. Gordon
ARDITHA A. GORDON

David Dimeo
DAVID DIMEO

Darlene A. Dimeo
DARLENE A. DIMEO

William E. Neil
WILLIAM E. NEIL

Elaine S. Neil
ELAINE S. NEIL

Glen R. Gordon, President
DIMEO-GORDON ENTERPRISES, INC.

Thomas W. Johnson
THOMAS W. JOHNSON

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 ARDITHA A. GORDON, HUSBAND & WIFE, DAVID DIMEO AND DARLENE A. DIMEO, HUSBAND AND WIFE
THOMAS W. JOHNSON AND FRANK V. PRIME, ALL OF WHOM ARE KNOWN TO ME TO BE THE PERSONS NAMED AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND THEY ACKNOWLEDGE TO ME THAT THEY
EXECUTED THE SAME FREELY AND VOLUNTARILY.

Thomas W. Johnson
NOTARY PUBLIC IN AND FOR OREGON
MY COMMISSION EXPIRES 2 2 85



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND EXACT COPY OF THE PLAT ON "MEADOWBROOK NO. 2."

David W. Miller
D. W. MILLER



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 [Signature]

APPROVED THIS 30th DAY OF December, 1981
WASHINGTON COUNTY SURVEYOR
BY [Signature]

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

APPROVED THIS 31st DAY OF December, 1981
WASHINGTON COUNTY ASSESSOR AND TAXATION
WASHINGTON COUNTY (COUNTY ASSESSOR)
BY [Signature]

APPROVED THIS 31st DAY OF December, 1981
BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY
BY [Signature]
[Signature]
[Signature]

ATTEST: [Signature], 3/15, 1981
DIRECTOR OF RECORDS
WASHINGTON COUNTY (COUNTY CLERK)
BY [Signature]

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

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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 alternations to the exterior portion of attached units will be consistant with the materials and colors used over both halves of th 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 owers 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 benefiting 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
GLEN R. GORDON

David Dimeo
DAVID DIMEO

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

Ardythe A. Gordon
ARDYTHE A. GORDON

Darlene A. Dimeo
DARLENE A. DIMEO

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

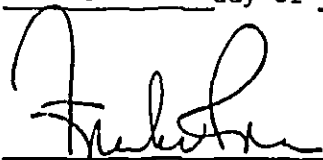


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IN WITNESS whereof, the undersigned Declarants have caused this instrument to be executed and have hereunto set their hands this 5th day of April, 1982.



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

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AMENDMENT TO
DECLARATION OF RESTRICTIONS, CONDITIONS,
COVENANTS, CHARGES AND AGREEMENTS AFFECTING

MEADOWBROOK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, Glen R. Gordon and Ardythe A. Gordon, Husband and Wife and David Dimeo and Darlene A. Dimeo, Husband and Wife, owners of lands in Meadowbrook Subdivision, a recorded plat in Washington County, Oregon, do hereby amend those certain conditions and restrictions recorded August 2, 1977, in Book 1187, Page 876 and the following pages, so that item number 7 shall read as follows:

"7. FENCES: All fences shall be of new material and shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling houses located on the adjacent lots. Fences shall not exceed six (6) feet in height. No fence shall be nearer than twenty (20) feet from the front property line."

IN WITNESS WHEREOF, declarants have caused this instrument to be executed, and the individual declarants have hereunto set their hands and seals this 23rd day of September, 1977.

Glen R. Gordon
Glen R. Gordon

Ardythe A. Gordon
Ardythe A. Gordon by Glen R. Gordon
attorney in fact

David Dimeo
David Dimeo by Glen R. Gordon attorney in fact

Darlene A. Dimeo
Darlene A. Dimeo by Glen R. Gordon
attorney in fact

STATE OF OREGON)
) ss.
County of Washington)

BE IT REMEMBERED, That on this 23rd day of September, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Glen R. Gordon, Darlene A. Dimeo, David Dimeo, and Ardythe A. Gordon, 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.

BOOK **1204** PAGE **256**

Virgil D. Spollen
My commission expires 1/23/81

Filed for record 9-29-77 10:11 A.M. J-44
RC0028 TROSPER, Director of Records & Elections
By _____ J. D. Spollen

TRANSAMERICA TITLE
INSURANCE COMPANY

AB1551

DECLARATION OF RESTRICTIONS, CONDITIONS,
COVENANTS, CHARGES AND AGREEMENTS AFFECTING

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MEADOWBROOK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, Glen R. Gordon and Ardythe A. Gordon, Husband and Wife and David Dimeo and Darlene A. Dimeo, Husband and Wife, owners of lands in Meadowbrook Subdivision, a recorded Plat in Washington County, Oregon, do hereby declare that for the use of each and all lots in said subdivisions, the following protective covenants are hereby established:

1. LAND USE AND BUILDING TYPE: No lot shall be used for other than residential purposes; no building other than one, single-family dwelling with attached or detached garage shall be erected on any lot, except that the following lots shall be designated as duplex lots: lots 1 through 8, 16, 17, 36, 37, 41 through 44, 47 through 59.
2. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or any annoyance to the neighborhood.
3. TEMPORARY STRUCTURES: No structure of a temporary character, such as basement, tent, shack, garage, trailer, or mobile home, shall be used as a residence at any time.
4. PARKING: No trailer, camper or pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained or constructed on any building site for any purpose except for trailers, campers, pickup coaches, tents or boats which can be and are stored completely within enclosed structures and are not used for living purposes will not be in violation of these restrictions.
5. ANIMALS: No animals, including poultry, shall be raised or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors.
6. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept in sanitary containers, and incinerators or other equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition.
7. FENCES: All fences shall be of wood construction and shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling houses located on the adjacent lots. Fences shall not exceed six (6) feet in height. No fence shall be nearer than twenty (20) feet from the front property line.
8. SIGNS: No signs shall be erected on any lot other than one temporary "For Sale" or "For Rent" sign placed by the Owner, the Declarant or his agent, and shall not exceed twenty-four (24) inches high and thirty-six (36) inches long. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner.

TRANSAMERICA TITLE
INSURANCE COMPANY

AB1346

ARCHITECTURAL CONTROL: 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 or 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, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative 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, fail 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.

10. **STREET TREES:** Lot owners must plant and maintain, at the completion of construction, a minimum of two trees in the front yard of each lot.

11. **ANTENNAS:** All outside television and radio aerials and antennas are absolutely prohibited, unless prior written approval is given by the Architectural Control Committee.

12. Any of the requirements, conditions and restrictions contained herein relating to setbacks and minimum principal frontages and location of the utility easements reserved herein may be altered and changed on any lots owned by Gordon and Dimeo, et ux, by their filing notice hereof with the Recording Clerk of Washington County, State of Oregon.

13. **TERM:** These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 20 years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years unless an instrument changing them in whole or in part has been signed by a majority of the then owners of lots, and recorded.

14. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.

15. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

BOOK 1187 PAGE 877

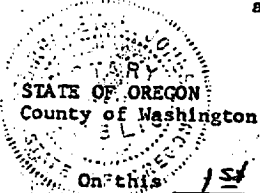
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 29th day of July, 1977.

Glen R. Gordon
Glen R. Gordon

David Dimeo
David Dimeo by Glen R. Gordon
Attorney-in-fact

Ardythe A. Gordon
Ardythe A. Gordon by Glen R. Gordon
attorney-in-fact

Darlene A. Dimeo
Darlene A. Dimeo by Glen R. Gordon
Attorney-in-fact



On this 1st day of August, 1977, personally appeared
Glen R. Gordon, Ardythe A. Gordon, David Dimeo and Darlene A. Dimeo, and
acknowledged the foregoing document to be their voluntary act and deed.

Before Me:

Margaret P. Jones
Notary Public for Oregon
My commission expires: 2-2-79

STATE OF OREGON

County of Washington

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

AP
Deputy

AUG 2 2 09 PM '77

BOOK 1187 PAGE 878