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DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS

This Declaration made this 30 to day of

Tour , 1991, by Jeffrey J. Frank and Carole J. Frank,
tenants by the entirety and Columbia Investments, Ltd., an Oregon
corporation (collectively, "Developer").

WITNESSETH

WHEREAS, Developer is the Owner of real property ("Real Property") in Clackamas County, Oregon, described as The Meadows, a Subdivision of record, recorded _______ 1991 in Plat Book ______, Pages ______, Document # ______, Clackamas County Records. Developer desires to create thereon a residential community with open spaces and other common facilities for the benefit of said community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the open spaces and other common facilities and, to this end desires to subject the Real Property to the covenants, restrictions, reservations and charges hereinafter set forth, each and all of which are declared to be for the benefit of said property and each and every Owner of any part thereof, and

WHEREAS, Developer has deemed it desirable to these ends to create an agency to implement certain of said covenants, restrictions, reservations and charges.

NOW, THEREFORE, Developer hereby declares that the property described above is and shall be held upon and conveyed subject to the covenants, restrictions, reservations and charges hereinafter set forth.

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ARTICLE I

DEFINITIONS

- The state of the s Section 1. The following words and terms when used in this Declaration or any supplemental declaration shall have the following meanings:
 - "Association" shall mean and refer to an a. association whose membership shall be comprised of each of the Owners. The Association shall be either an unincorporated association or, at the election of the Association, an Oregon nonprofit corporation.
 - b. "Common Area" shall mean all real property owned by the Association from time to time for the common use and enjoyment of the Owners.
 - "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.
 - "Member" shall mean and refer to every person or entity who holds membership in the Association.
 - "Open Spaces" shall mean that portion of the Common Area designated on the Plat as "Open Spaces."
 - "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. As between a vendor and vendee under a land sale contract, the vendee shall be deemed the Owner.

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- g. "Plat" shall mean the final subdivision plat for the Property, filed concurrently herewith, for the subdivision commonly known as "The Meadows."
- h. "Properties" shall mean and refer to such

 Properties as are subject to this Declaration and such additions

 thereto as may later be brought within the jurisdiction of this

 Declaration.

ARTICLE II

THE ASSOCIATION

Section 1. <u>Membership</u>. Every person or entity who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of auch Lot shall be the sole qualification for membership.

Section 2. <u>Voting Rights</u>. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot. all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast respecting any Lot.

Class B. The Class B Member shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

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Section 3. <u>Delegation</u>. The Association shall have the right and authority to delegate particular functions, duties and powers of the Association to particular Members or to boards or committees formed for such purposes.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of this Article III, every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with title to every Lot.

Section 2. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to promulgate rules permitting suspension of the voting rights and right to use Common Area recreational facilities by A Member for any period during which any assessment remains unpaid; and
- b. The right of the Association to dedicate or transfer all or any part of the Common Area to any municipal, county, state, federal or other public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination shall be effective unless an instrument agreeing to such dedication or transfer, signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, and unless written notice of the proposed agreement and action

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thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

c. The right of the Association to add or otherwise modify improvements within the Common Area, subject to Section 4 of this Article III.

Section 3. <u>Tenants: Guests</u>. Any Owner may delegate his right of enjoyment to the Common Area to his family, tenants and social guests.

Section 4. Open Spaces. The Open Spaces shall be left in substantially their natural state, except as otherwise may be approved by the City of Lake Oswego.

ARTICLE IV

MAINTENANCE OF THE COMMON AREA

Section 1. Association to Maintain and Insure. The Association shall be responsible for reasonable and necessary maintenance of the Common Area, except to the extent maintenance is the responsibility of public authorities. The Association may contract with third parties to provide some or all of such maintenance services. The Association shall further be responsible for maintaining such public liability insurance covering the Common Area as the Association from time to time deems necessary or appropriate.

Section 2. <u>City's Rights</u>. Should the Association fail to reasonably maintain the Common Area as required by applicable laws, regulations, rules or ordinances, the Owners recognize the right of the City of Lake Oswego to perform such reasonable maintenance, pursuant to applicable City procedures and standards, and to assess the cost of such maintenance against Page 5 - DECLARATION OF COVENANTS AND RESTRICTIONS

each Owner pro rata in accordance with the share of such cost each such Owner would have borne had the maintenance been performed by the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Assessments. The Developer, for each Lot owned within the Properties, covenants and agrees, and each Owner of any Lot by acceptance of a deed therefore, whether it shall be expressed in such deed, is deemed to covenant and agree to pay the Association an annual assessment or charge (or monthly assessments at the discretion of the Association) and special assessments. The annual/monthly and special assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or special assessment is made. Each such assessment and special assessment shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. <u>Purposes of Assessments</u>. The assessments levied by the Association under this Declaration shall be used exclusively for the preservation, improvement and maintenance of the Common Area, including for the establishment and maintenance of appropriate reserves in connection therewith.

Section 3. Basis and Maximum of Assessments. Each Lot shall be subject to an annual assessment of not more than seventy dollars (\$70.00) per Lot. The Association shall fix the Page 6 - DECLARATION OF COVENANTS AND RESTRICTIONS

annual/monthly assessment within such maximum amount and may raise or lower said assessment amounts within such maximum as the Association deems necessary in its discretion. Notwithstanding the above, the Association may change the maximum assessment, provided that such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual/monthly assessments authorized above, the Association may levy a special assessment, applicable to that year only or amortized over a course of years, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual/monthly and any special assessments shall be fixed at a uniform rate for all Lots, provided that the rates set for the Lots owned by the Developer shall be fixed at twenty-five percent (25%) of the assessment rate for other Lots. Notwithstanding the foregoing, if costs are incurred by the Association for repair of the Common Page 7 - DECLARATION OF COVENANTS AND RESTRICTIONS

Arez and such repairs are necessitated by the misuse of the Common Area by particular Owners or their families, guests or tenants, the Association may specially assess the cost of such repairs directly against such Owners.

Section 6. Quorum for Any Action Authorized Under

Sections 3 and 4. The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

a. At the first meeting called of the Association, the presence at the meeting of Members, or of proxies, entitled to cast 60% of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirements, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. <u>Date of Commencement of Annual/Monthly Assessments: Due Dates</u>. The annual/monthly assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the first lot to an Owner which is subject to this Declaration. The Association shall fix the amount of the annual/monthly assessment at least thirty (30) days in advance of said commencement date and any change in the annual/monthly assessment levy shall be fixed by the Association at least thirty (30) days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, Fage 8 - DECLARATION OF COVENANTS AND RESTRICTIONS

upon demand, and for reasonable charge, furnish a certificate signed by a duly appointed agent or officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. If any assessment is not paid when due, then such assessment (including interest thereon and costs of collection thereof as hereinafter provided), shall become delinquent and shall become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the date it becomes delinquent, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum or, if less, the maximum rate of interest, if any, permitted under applicable law. Such interest shall be treated as part of the assessment for the purposes of application of this Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both, and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in such action, and in the event judgment is obtained, such judgment shall include interest on the assessment as Page 9 - DECLARATION OF COVENANTS AND RESTRICTIONS

provided above and reasonable attorney fees incurred at trial and any review and appeal, to be fixed by the court, together with the costs of the action. No Owner may escape liability for the assessments provided for herein by non-use of the Common Area or of his Lot.

Section 9. <u>Subordination of the Lien to Mortgages</u>. The lien of the assessments provided for herein shall be subordinate to the lien of any first priority security interest in a Lot, and to any other financing which the Association, at its election, chooses to make such lien subordinate. Sale or transfer of any Lot shall not affect the assessment lien. No foreclosure sale or transfer shall relieve the foreclosure purchaser from liability for any assessments thereafter becoming due or relieve the Lot from the lien thereof.

Section 10. Exempt Property. The following Property subject to the Declaration shall be exempt from the assessment charges and liens created herein.

- a. The Common Area.
- b. All portions of the Properties dedicated and accepted by any local public authority and devoted to public use.

ARTICLE VI

GENERAL PROVISIONS

Section 1. <u>Duration</u>. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said Page 10 - DECLARATION OF COVENANTS AND RESTRICTIONS

covenant shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any ten (10) year period.

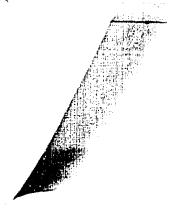
Section 2. Amendments. These covenants and restrictions may be amended by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots and approved by the City of Lake Oswego. Any amendment must be recorded in the official records of Clackamas County.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Additional Restrictions. Developer, on its own behalf and on behalf of each of the Owners, reserves the right to promultate and declare additional covenants, restrictions and guidelines applicable to the Properties including, without limitation, architectural review and control procedures, so long as the same do not conflict with any provision of this Declaration, and do not conflict with applicable governmental standards of the City of Lake Oswego.

Section 5. <u>Waiver</u>. Failure by the Association to enforce any lien or to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 6. <u>Severability</u>. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Special Provision. Notwithstanding any other provision of this Declaration, at or prior to the time of any expiration or termination of this Declaration by the Owners, the Owners shall adopt a successor declaration, bylaws, or other agreement or instrument as necessary to cause continuing compliance of the real property subject to this Declaration with the requirements of City of Lake Oswego Section 48-480, as in effect at the time of such expiration or termination.

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set its hand this 30 He day of July, 1991.

JOINT VENTURERS

Joint Neptyree

Joint Venturee

COLUMBIA INVESTMENTS, LTD., an Oregon corporation

P.A. Leineweber

Senior Vice President Joint Venturee

STATE OF OREGON

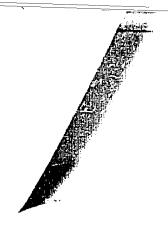
County of Multnomak)

The foregoing instrument was acknowledged before me on this 30th day of 1991 by Jeffrey J. Frank.

Notary Public for Oregon My Commission Expires: ON 15/94

RESA R. DOWNT NOTARY PUBLIC - OCCION

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STATE OF OREGON) ss.
County of Muthomit)

The foregoing instrument was acknowledged before me on this 300 day of 10/4, 1991 by Carole J. Frank.

RESAR DON'TT
HOTARY PUBLIC - OFFICE
STATE OF SORESON OF SAY

Notary Public for Oregon
My Commission Expires: 04/15/04

County of Multhomak

The foregoing instrument was acknowledged before me on this 30th day of $30(\sqrt{200})$, 1991 by P.A. Leineweber, who is the Senior Vice President of Columbia Investments, Ltd., an Oregon corporation, on behalf of the corporation.

Notary Public for Oregon
My Commission Expires: 04/15/94

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SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS

This SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS (this "Supplemental Declaration") is made this 30th day of December, 1991, by Columbia Investments, Ltd., an Oregon corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Clackamas County, Oregon, described as The Meadows, a subdivision of record, recorded on July 31, 1991, in Plat Book 96, page 8, document no. 2496, Clackamas County Records, having acquired the interests of Jeffrey J. Frank and Carole J. Frank therein; and

WHEREAS, Developer has previously adopted that certain Declaration of Covenants and Restrictions for The Meadows, dated July 30, 1991, and recorded on July 31, 1991, as document no. 91-38043, Clackamas County Records (the "Original Declaration"); and

WHEREAS, Developer reserved the right pursuant to the Original Declaration to promulgate and declare additional covenants, restrictions, and guidelines applicable to the Properties (as defined in Article I(f)), including, without limitation, architectural review and control procedures; and

WHEREAS, Developer desires to supplement the Original Declaration by adopting certain additional covenants, restrictions, reservations, and charges in order to foster a common scheme within the Properties and to protect and promote the appearance and condition of the Properties and any improvements thereon.

NOW, THEREFORE, Developor hereby declares that the Properties and any portion thereof are and shall be held upon and conveyed subject to the covenants, restrictions, reservations, and charges set forth in this Supplemental Declaration.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Supplemental Declaration shall have the following meanings:

a. "Architectural Design Review Committee" shall mean the committee charged with conducting the review described in Article II. The Architectural Design Review Committee may be appointed by Developer prior to formation of the Association and, upon formation of the Association, shall be appointed by the

Board of Directors of the Association. The Board of Directors of the Association itself shall serve as the Architectural Design Review Committee in the event it fails to appoint such a committee.

- b. "Association" shall mean and refer to an association whose membership shall be comprised of each of the Owners. The Association shall be either an unincorporated association or, at the election of the Association, an Oregon nonprofit corporation.
- c. "Common Area" shall mean all real property owned by the Association from time to time for the common use and enjoyment of the Owners.
- d. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties, with the exception of the Common Area.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. As between a vendor and vendee under a land sale contract, the vendee shall be deemed the Owner.
- f. "Properties" shall mean and refer to such properties as are subject to the Original Declaration, as supplemented by this Supplemental Declaration or as otherwise amended, and such additions to such properties as may later be brought within the jurisdiction of the Original Declaration, as supplemented by this Supplemental Declaration or as otherwise amended.

ARTICLE II

ARCHITECTURAL DESIGN REVIEW COMMITTEE

Section 1. Required Review. No structure or improvement, whether residence, accessory building, garage, tennis court, swimming pool, antenna, flagpoles, fences, walls, exterior lighting or other improvement, shall be constructed or maintained upon any portion of the Properties and no alteration or painting to the exterior of a structure within the Properties shall be made and no material front-yard landscaping of a Lot performed, unless complete plans and specifications therefor, showing, without limitation, the exterior design, height, building material and color scheme thereof and providing sufficient detail to permit a reasonable determination of the nature, style, and finish of the completed improvement, shall have been submitted to (at such address as it shall from time to time designate), and approved in writing by, the Architectural Design Review Committee. Plans for any material rear-yard landscaping of Lots, the rear area of which adjoins the Common Area, shall also be submitted to, and require the approval of, the Architectural

Design Review Committee. No construction or maintenance (or activity related to construction or maintenance) of any such structure or improvement shall be commenced prior to the issuance of approval in writing therefor by the Architectural Design Review Committee. Any submission to the Architectural Design Review Committee shall be made by hand delivery or by certified mail, postage prepaid, return receipt requested.

Section 2. <u>Composition of Committee</u>. The Architectural Design Review Committee shall be composed of between one and three representatives if appointed by Developer and of three or more representatives if appointed by the Board of Directors of the Association. The Architectural Design Review Committee may, in its sole discretion, withhold its approval of any proposed improvement submitted to it. In the event the Architectural Design Review Committee fails to approve or disapprove a proposed improvement within thirty (30) days after plans and specifications therefor have been submitted to it, its approval will be deemed to have been granted.

Section 3. Action by Committee. If the Architectural Design Review Committee consists of more than one member, a majority of the members of such Committee shall have the power to act on behalf of such Committee. The Architectural Design Review Committee may render its decision only by written instrument setting forth the action taken by the member(s) consenting thereto.

Section 4. Scope of Review. The scope of the Architectural Design Review Committee's review is not intended to include any review or analysis of structural, geophysical, engineering or other similar considerations. Neither the Architectural Design Review Committee nor any member thereof shall be liable to any Owner, occupant, builder, or invitee for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Architectural Design Review Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by the Architectural Design Review Committee or by such member, acted in good faith.

Section 5. <u>Indemnity: Compliance with Laws</u>. Each Owner shall indemnify and hold harmless the Architectural Design Review Committee, the Association, and Developer from and against any loss, liability, damage, cost, or expense, including reasonable attorneys' fees, sustained or incurred by any such person or entity and arising from or related to the construction or maintenance of a structure or improvement by or on behalf of such Owner. Each Owner, and such Owner's contractors, subcontractors, agents, employees, and invitees, shall comply with any and all governmental regulations, codes, and ordinances governing the construction or maintenance of improvements.

Section 6. No Waiver. Consent by the Architectural Design Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Section 7. Revocation of Approval. The Architectural Design Review Committee's consent to any proposed improvement shall automatically be revoked one year after issuance unless construction of the work approved has been commenced or the Owner has applied for and received an extension of time from the Architectural Design Review Committee.

Section 8. <u>Inspection</u>. The Architectural Design Review Committee may, through its authorized agents or employees, after reasonable notice and during normal business hours or at any other reasonable time, enter any portion of the Properties and inspect any and all construction activity or maintenance work thereon to determine compliance with the terms of this Supplemental Declaration.

Termination or Modification of Improvements. The Architectural Design Review Committee may direct that any construction or maintenance work or related activity not specifically authorized pursuant to this Article II or not undertaken in strict compliance with the terms or conditions of prior authorization by such Committee be terminated immediately or changes or corrections be made so as to make such construction or maintenance work comply with the terms and conditions of such prior authorization. The Owner of the Lot that is the subject of such a directive from the Architectural Design Review Committee shall promptly give effect to such directive at that Owner's expense. In the event the Owner fails to give effect promptly to such directive, the Architectural Design Review Committee may, in its discretion, cause the directed action(s) to be taken and may assess the costs of such action(s) against the Lot upon which such action(s) are taken, and such costs shall be added to and become part of the annual/monthly charge to which such Lot is subject under the Original Declaration, except that payment for any work performed pursuant to this Article II shall be due on presentation to the Owner, either in person or by regular mail, of the invoice therefor. For the purpose solely of giving effect to such directive, the Architectural Design Review Committee shall have the right, through its duly authorized agents or employees, after reasonable notice to the Cwner, to enter upon that Owner's Lot during normal business hours or at any other reasonable time. Persons conducting such entry or the inspection described in Section 8 of this Article shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

ARTICLE III

EXTERIOR MAINTENANCE

Section 1. Maintenance of Lots. The structures and grounds of each Lot shall be maintained in a neat and attractive manner. Upon an Owner's failure to so maintain his Lot, the Board of Directors of the Association may, at its option, after giving the Owner thirty (30) days written notice, have the grass, weeds and vegetation on such lot cut when and as often as is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot.

Section 2. Repair of Structures by Association. Upon an Owner's failure to maintain the exterior of any structure in good repair and appearance, the Board of Directors may, at its option, after giving the Owner three (3) months written notice, make repairs and improve the appearance thereof in a reasonable and workmanlike manner.

Section 3. Assessment of Costs. The costs of the maintenance and repairs referred to in Sections 1 and 2 of this Article III shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual/monthly maintenance or charge to which such Lot is subject under the Original Declaration, except that payment for any work performed pursuant to this Article III shall be due on presentation to the Owner, either in person or by regular mail, of the Association's invoice therefor.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the maintenance or repairs referred to in Sections 1 and 2 of this Article III, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot during normal business hours or at any other reasonable time. Persons conducting such entry shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

ARTICLE IV

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon each Lot and upon the Common Area for the benefit of each other Lot and the Common Area and may be enforced by the Association or any Owner:

Section 1. Residential Use. 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 two stories in height and an attached private garage for no fewer than two (2) cars.

Section 2. <u>Minimum Areas</u>. The ground floor area of the main structure on any Lot, exclusive of one-story open porches and garages, shall not be less than 1500 square feet for a one-story dwelling or less than 1000 square feet for a two-story dwelling. The total living area of a multi-level dwelling shall not be less than 1800 square feet.

Section 3. <u>Standards for Improvements</u>. Each Owner shall comply with the following standards with respect to any house, building or structure erected, constructed or maintained on the Properties:

- a. Double-wall construction shall be performed.
- b. Cedar, stucco, L.P. bevel or brick exterior siding materials shall be used.
- c. Roof materials shall be tile, cedar shake or shingle.
- d. Landscaping of the front yard must be completed within four (4) months from the time the dwelling is completed.
- Window frames shall be either bronze tone, white aluminum, white vinyl or wood. No mill grade aluminum frames will be permitted.

Any exceptions to these requirements requires the prior approval of the Architectural Design Review Committee. Nothing in this Section 3 is intended to limit the requirements for review of improvements described in Article II.

Section 4. <u>Street Trees</u>. All owners shall comply with City of Lake Oswego ordinances or regulations regarding the planting of street trees. Once planted, street trees may not be removed except by written permission from the City of Lake Oswego even if trees have been planted outside of a right of way.

Section 5. <u>Nuisances</u>. No noxious or offensive activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding neighborhood.

Section 6. <u>Parking</u>. Parking of boats, trailers, motorcycles, one ton or larger trucks, truck-campers or similar vehicles or equipment shall not be allowed on any part of the Properties or upon any rights of way adjacent thereto, excepting those parked in a residential driveway for not more than seven (7) consecutive days or within the confines of an enclosed garage



or storage port or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

Section 7. Vehicles in Disrepair. No Owner shall permit any vehicle which is owned or leased by such Owner, his family members, invitees, agents, or contractors and is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Area or on any right of way for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the surrounding neighborhood.

Section 8. Fancing. As defined in this Section 8, "fences" shall include any barrier or wall other than natural living organic vegetation, including trees and shrubs. Plantings or sight-obscuring fences on any Lot shall not exceed four (4) feet in height in the front yard or on side lot lines forward of the building line with the greatest setback on the Lot or the adjoining Lot. The maximum height of a sight-obscuring fence located on the remainder of the Lot shall be six (6) feet. Fences shall be well-constructed of fencing materials not detracting from the appearances of the dwelling structures located on adjacent Lots or unreasonably offensive to the owners or occupants thereof. Chain link or similar fences are expressly prohibited.

Section 9. Signs. No signs shall be erected on any Lot except for one "for sale" sign, not exceeding twenty-four (24) inches in height or thirty-six (36) inches in length, placed by or on behalf of the Owner or Developer. This restriction shall not prohibit the temporary placement of "political" signs on any Lot by the Owner, or the placement of a professional sign by Developer. All signs must comply with City of Lake Oswego sign ordinances.

Section 10. <u>Temporary Structures</u>. No structures of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, whether temporarily or permanently. The use of tents for recreational purposes will be limited to seven (7) consecutive days.

Section 11. <u>Waste Disposal</u>. No Lot or portion of the Common Area shall be used or maintained as a disposal site for refuse. Trash, garbage or other waste shall be kept in clean and sanitary containers and out of public view pending removal.

Section 12. <u>Utilities</u>. All plumbing facilities shall comply with the requirements of the plumbing code of the City of Lake Oswego. 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 such

outdoor overhead wires, shall be erected, placed or maintained within any Lot. All Owners shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided for the Properties.

Section 13. Other Improvements. Exterior antennae shall not be placed upon the roof of any structure on any Lot. Clotheslines and other service facilities shall be screened so as not to be visible from the street or other Lots. Antenna satellite dishes are not allowed on any Lot.

Section 14. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot or on the Common Area without the prior written approval of the Association, other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled within the Lot of the owner thereof so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the owner thereof.

ARTICLE V

ADDITIONAL RULES AND REGULATIONS

Section 1. Remedies. The Board of Directors of the Association, the Architectural Design Review Committee, and any Owner (with respect to the restrictions contained in Article IV) may pursue any remedy available at law, in equity and/or pursuant to this Supplemental Declaration, in connection with a violation of the covenants and restrictions contained in this Supplemental Declaration.

Section 2. Additional Rules and Regulations. The Board of Directors may, from time to time, adopt additional bylaws, rules, or regulations governing the use of the Properties and the conduct of the residents and guests therein, including, without limitation, the imposition of reasonable fines or other penalties for violations of the covenants and restrictions contained in this Supplemental Declaration.

ARTICLE VI

GENERAL PROVISIONS

Section 1. <u>Duration</u>. The covenants and restrictions contained in this Supplemental Declaration shall run with and bind the land and shall inure to the benefit of the Association or the Owner of any land subject to this Supplemental Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time

such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any such ten (10) year period.

Section 2. Amendments. The covenants and restrictions contained in this Supplemental Declaration may be amended only by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded in the official records of Clackamas County.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this Supplemental Declaration shall be deemed to have been properly sent when mailed to the last known address of the person or entity who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Waiver. Failure by the Architectural Design Review Committee or the Association to enforce any covenant or restriction contained in this Supplemental Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Severability. Invalidation of any provision of this Supplemental Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Recovery of Costs and Expenses. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted to enforce any rights or obligations contained in this Supplemental Declaration, the prevailing party shall be entitled to recover all fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including attorneys' fees, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

IN WITNESS WHEREOF, the undersigned, the Developer, has hereunder set its hand this 30 th day of December, 1991.

COLUMBIA INVESTMENTS, LTD., an Oregon corporation, Joint Venturee

By P.A. Leineweber

STATE OF OREGON

88.

County of Multnomah)

The foregoing instrument was acknowledged before me on this 50 day of December, 1991 by P.A. Leineweber, who is the Vice President of Columbia Investments, Ltd., an Oregon corporation, on hehalf of the corporation.

Notary Public for Oregon
My Commission Expires 7-17-95



John Martiman, Court Other, to the Cabarat, do herby certify that the institute of county at a county at PH12: 16

STATE OF OREGON County of Clacker



AMENDMENT TO DECLARATION OF COVENIANTS AND RESTRICTIONS FOR THE MEADOWS

This AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS (this "Amendment") is made this May of March, 1992, by Columbia Investments, Ltd., an Oregon corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Clackamas County, Oregon, described as The Meadows, a subdivision of record, recorded on July 31, 1991, in Plat Book 96, page 8, document No. 2946, Clackamas County Records, having acquired the interest of Jeffrey J. Frank and Carole J. Frank therein; and

WHEREAS, Developer has previously adopted that certain Declaration of Covenants and Restrictions for The Meadows, dated July 30, 1991, and recorded on July 31, 1991, as document no. 91-38043, Clackamas County Records (the "Original Declaration"); and

WHEREAS, Developer has previously adopted that certain Supplemental Declaration of Covenants and Restrictions for The Meadows, dated December 30, 1991, and recorded on December 31, 1991, as Document No. 91-66919, Clackamas County Records (the "Supplemental Declaration"); and

WHEREAS, the Original Declaration may be amended by an instrument signed and acknowledged by the Owners of not less than 75% of the Lots (as such terms are defined in the Original Declaration) and approved by the City of Lake Oswego; and

WHEREAS, Developer, as the Owner of more than 75% of the Lots, desires to amend the Original Declaration by adopting certain additional covenants and restrictions affecting the Properties (as defined in the Original Declaration).

NOW, THEREFORE, Developer hereby declares that the Properties and any portion thereof are and shall be held upon and conveyed subject to the covenants, restrictions, reservations, and charges set forth in the Original Declaration, as supplemented by the Supplemental Declaration and as amended by this Amendment.

- 1. <u>Definitions</u>. Except to the extent expressly provided in this Amendment, capitalized terms used in this Amendment shall have the meanings given therefor in the Original Declaration.
- 2. <u>Conversion of Class B Membership</u>. Article II, Section 2 of the Original Declaration is hereby amended by deleting the last two sentences thereof and substituting therefor the following:

"The Class B member shall be Developer and shall be entitled to five votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of (a) the date on which Developer first has title to only one Lot within the Proparties, or (b) the date on which Developer elects, in its sole discretion, to relinquish control of the Association, as evidenced by a supplemental declaration recorded in the Clackamas County Records."

- 3. <u>Commencement of Assassments</u>. Article V, Section 7 of the Original Declaration is hereby amended by deleting the first sentence thereof and substituting therefor the following:

 "The annual/monthly assassments provided for herein shall commence as to all Lots on a date to be designated by the Association."
- 4. Amendments. Article VI, Section 2 of the Original Declaration is hereby amended by deleting the existing text in its entirety and substituting therefor the following:

"Prior to the conversion of the Class B membership to Class A membership, these covenants and restrictions say be amended at any time and from time to time by an instrument signed and acknowledged by Developer and approved by the City of Lake Oswego. After the conversion of the Class B membership to Class A membership, these covenants and restrictions may be amended by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots and approved by the City of Lake Oswego. Any amendment must be recorded in the official records of Clackamas County."

5. Effect of Amendment. Except to the extent expressly provided herein, the Original Declaration, as supplemented by the Supplemental Declaration, remains unamended and in full force and effect.

IN WITNESS WHEREOF, the undersigned, the Developer, has hereunder set its hand this 305 day of March, 1992.

COLUMBIA INVESTMENTS, LTD, an

Oregon corporation

y: Meineweber Vice President

APPROVED:

CITY OF LAKE OSWEGO

STATE OF OREGON

County of Multnomah

55.

The foregoing instrument was acknowledged before me on this 3044 day of March, 1992, by P.A. Leineweber, who is the Vice President of Columbia Investments, Ltd., an Oregon corporation, on behalf of the corporation.

RESA R. DOWNTT
MOTARY PUBLIC - ONESON:
My Commission Expires 04/15/44

Notary Public for Oregon
My Commission Expires: 14/5/44

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AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS

ATTEMPTE ANTICE THE PROPERTY OF THE PROPERTY O Name of Party

THE MEADOWS AT WESTLAKE LIMITED PARTNERSHIP, an Oregon limited partnership

After Recording Return to

Gary D. Cole
Ball, Janik & Novack
1100 One Main Place
101 S.W. Main Street

Portland, Oregon 97204-3274

The True and Actual Consideration:

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Tax Statement Should

be Sent to

Columbia Investments, Ltd. 121 S.W. Morrison Street

Suite 900 Portland, Oregon 97204

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AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS

This AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS (this "Amendment") is made this 27th day of July, 1992, by the Meadows at Westlake Limited Partnership, an Oregon limited partnership ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Clackamas County, Oregon, described as The Meadows, a subdivision of record, recorded on July 31, 1991, in Plat Book 96, page 8, document No. 2946, Clackamas County Records, having acquired the interest of Columbia Investments, Ltd. therein; and

WHEREAS, Developer's predecessor in interest has previously adopted that certain Declaration of Covenants and Lestrictions for The Meadows, dated July 30, 1991, and recorded on July 31, 1991, as Document No. 91-38043, Clackamas County Records, as amended by an Amendment to Declaration of Covenants and Restrictions for the Meadows, dated March 30, 1992, and recorded on April 1, 1992, as Document No. 92-18705, Clackamas County Records (the "Original Declaration"); and

WHEREAS, Developer's predecessor in interest has previously adopted that certain Supplemental Declaration of Covenants and Restrictions for The Meadows, dated December 30, 1991, and recorded on December 31, 1991, as Document No. 91-66919, Clackamas County Records (the "Supplemental Declaration"); and

WHEREAS, the Supplemental Declaration may be amended by an instrument signed and acknowledged by the Owners of not less than 75% of the Lots; and

WHEREAS, Developer, as the Owner of more than 75% of the Lots, desires to amend the Supplemental Declaration by adopting certain additional covenants and restrictions affecting the Properties.

NOW, THEREFORE, Developer hereby declares that the Properties and any portion thereof are and shall be held upon and conveyed subject to the covenants, restrictions, reservations, and charges set forth in the Supplemental Declaration, as amended by this Amendment.

1. <u>Definitions</u>. Except to the extent expressly provided in this Amendment, capitalized terms used in this



Amendment shall have the meanings given therefor in the Supplemental Declaration.

Fencing. Article IV, Section 8 of the Supplemental Declaration is hereby amended by adding thereto the following:

"All fences adjoining a public street or road and located in the back yard area of any Lot shall be six (6) feet in height, the lower five (5) feet of which shall be constructed of 1" by 6" cedar and the remaining one (1) foot of which shall be of lattice construction. All fences located on or adjacent to a boundary between Lots shall be constructed of 1" by 6" cedar exclusively. All fences shall be installed to correspond to the configuration of any previously installed, adjacent fencing."

3. <u>Effect of Amendment</u>. Except to the extent expressly provided herein, the Supplemental Declaration remains unamended and in full force and effect.

IN WITNESS WHEREOF, the undersigned, the Developer, has hereunder set its hand this 27^{14} day of July, 1992.

THE MEADOWS AT WESTLAKE LIMITED PARTNERSHIP, an Oregon limited partnership

Columbia Investments, Ltd., By: General Partner

Leineweber,

STATE OF OREGON

County of Multnomah

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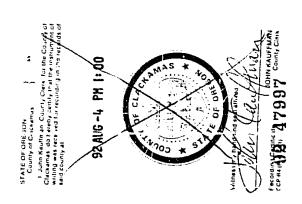
The foregoing instrument was acknowledged before me on this 27th day of July, 1992, by P.A. Leineweber, who is the Vice President of Columbia Investments, Ltd., an Oregon corporation, the General Partner of The Meadows of Westlake Limited Partnership, an Oregon limited partnership, on behalf of the partnership.

RESA R. DOWITT NUTARY PUPLIC - OREGON

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Notary Public for Oregon

My Commission Expires: 04/15/94



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After recording return to: BALL, JANIK & NOVACK Attn: Gary D. Cole, Esq. 1100 One Main Place 101 SW Hain Street Portland. OR 97204

SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS

THIS SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS (this "Supplement") is made this 4th day of May, 1994 by THE MEADOWS AT WESTLAKE LIMITED PARTNERSHIP, an Oregon limited partnership ("Declarant").

Recitals:

WHEREAS, Declarant is the owner of certain real property located in Clackamas County, Oregon, described as The Meadows, a subdivision of record, recorded on July 31, 1991, in Plat Book 96, page 8, document No. 2946, Clackamas County Records, having acquired the interest of Columbia Investments, Ltd. therein; and

WHEREAS, Declarant's predecessor in interest has previously adopted that certain Declaration of Covenants and Restrictions for The Meadows, dated July 30, 1991, and recorded on July 31, 1991, as Document No. 91-38043, Clackamas County Records, as amended by an Amendment to Declaration of Covenants and Restrictions for The Meadows, dated March 30, 1992, and recorded on April 1, 1992, as Document No. 92-18705, Clackamas County Records; and

WHEREAS, Declarant's predecessor in interest has previously adopted that certain Supplemental Declaration of Covenants and Restrictions for The Meadows, dated December 30, 1991, and recorded on December 31, 1991, as Document No. 91-66919, Clackamas County Records, as amended by an Amendment to Supplemental Declaration of Covenants and Restrictions for The Meadows, dated July 27, 1992, and recorded on August 11, 1992, as Document No. 92-49482, Clackamas County Records; and

WHEREAS, Declarant desires to record this Supplement to establish the date on which Declarant will relinquish control of the Meadows Homeowners' Association, Inc.

NOW THEREFORE, Declarant declares as follows:

Declarant elects to relinquish control of the Meadows Homeowners' Association, Inc. as of May 4, 1994.

IN WITNESS WHEREOF, Declarant has executed this Supplement as of this 4th day of May, 1994.

THE MEADOWS AT WESTLAKE LIMITED PARTNERSHIP, an Oregon limited partnership

By: Columbia Investments, Ltd., an Oregon corporation, its General Partner

By: <u>Feinewelle</u>
P. A. Leineweber, Vice President

STATE OF OREGON

County of Mullnomak)

(-(A) The foregoing instrument was acknowledged before me this 4th day of-May, 1994, by P.A. Leineweber, as Vice President of COLUMBIA INVESTMENTS, LTD., an Oregon corporation, on behalf of the corporation as General Partner of THE MEADOWS AT WESTLAKE LIMITED PARTNERSHIP, an Oregon limited partnership.

Nesa A. Durth

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After Recording Return to:

P. Stephen Russell III, P.C. Landye Bennett Blumstein LLP 1300 S.W. Fifth Avenue, Suite 3500 Portland, Oregon 97201

RECORDED IN CLACKAMAS COUNTY JOHN KAUFFMAN, COUNTY CLERK

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AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MEADOWS

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This Amendment evidences action taken by The Meadows Homeowners Association to change certain information contained in the Declaration of Covenants and Restrictions for The Meadows dated July 30, 1991, and recorded in the Clackamas County records as Document No. 9138043.

This Amendment shall serve as notice that the maximum annual assessment of lots in The Meadows subdivision in Clackamas County, Oregon, was increased from Seventy and No/100 Dollars (\$70.00) per lot to One Hundred Twenty and No/100 Dollars (\$120.00) per lot by action taken by a vote of the owners in The Meadows Homeowners Association on November 27, 2000. The undersigned President and Secretary of The Meadows Homeowners Association hereby certify the foregoing change was approved by not less than two-thirds (2/3) of the votes of the Members voting in person or by proxy at a meeting duly called and held on November 27, 2000, at which a quorum exceeding sixty percent (60%) of all the votes of the Association was present in person or by proxy.

IN WITNESS WHEREOF, the undersigned President and Secretary hereby set their hands on behalf of The Meadows Homeowners Association this

, 2001.

President

Winett,

PAGE 1. AMENDMENT TO DECLARATION

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STATE OF OREGON)	Α.	1	2001
- 0 1) ss.	Ganuary	04	, 2001
County of Clackamas)			

Personally appeared before me the above-named DAVID ELLMAN who, being duly sworn, did say that he is the President of THE MEADOWS HOMEOWNERS ASSOCIATION, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL EYKE NICHOLSON NOTARY PUBLIC - OREGON COMMISSION NO. 300389 MY COMMISSION EPPRES FEBRUARY 18, 2022	N
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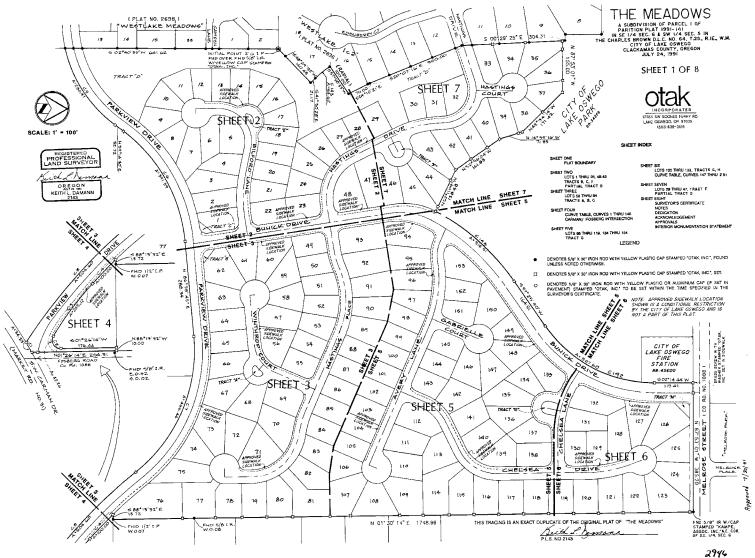
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Notary Public for Oregon

STATE OF OREGON)	1.		
) ss.	- any arm	04	, 2001
County of Clackamas)	J		

Personally appeared before me the above-named LIANA WINETT, who, being duly sworn, did say that she is the Secretary of THE MEADOWS HOMEOWNERS ASSOCIATION, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed.

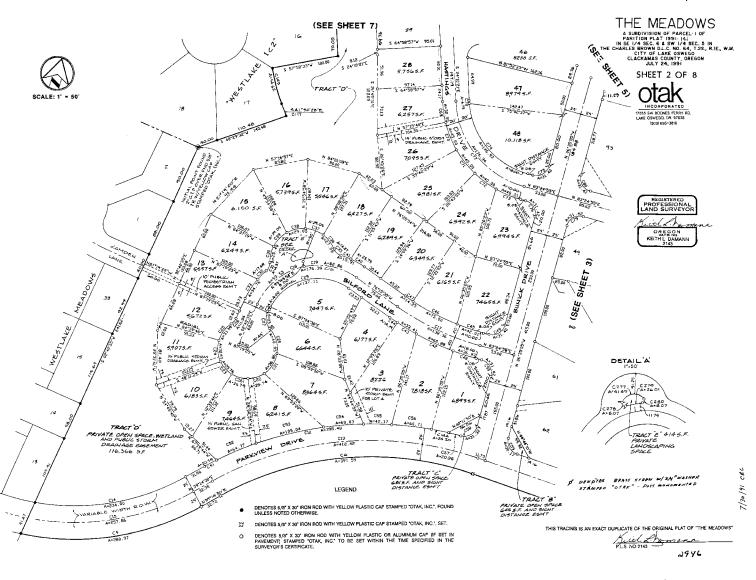


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THE MEADOWS

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PARTITION PLAT 1991-141
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CLACKAMAS COUNTY, OREGON
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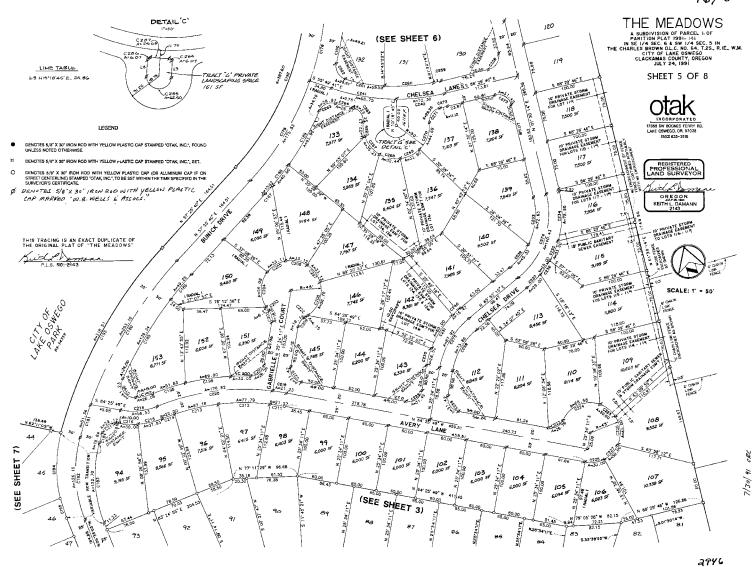
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THE MEADOWS

A SUBDIVISION OF PARCEL 1 OF
PARTITION PILAT 1991-141
IN SE 1/4 SEC. 6 1 SW 1/4 SEC. 5 IN
CHARLES BROWN D.L.C. NO. 64, 7.25, R.I.E., W.M.
CLACKARACY LANC SORGEON
J.L. 24, 1991

SHEET 6 OF 8





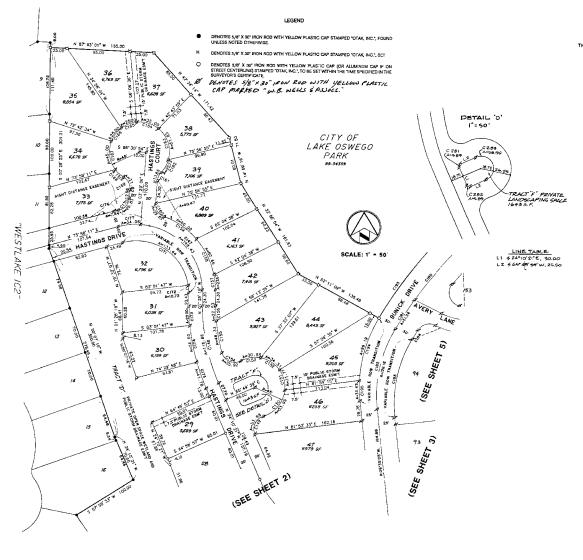
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151 152 153 154	38'54'02"	45.00	30.55 35.92 48.33 22.53	33.49 29.97 31.29 48.27	15,89 S 80'33 52 W	257 258	90
155	9.53'21"	20.00 280.00 280.00	48.33	48.27	24.22 S 11 01 37 E	259	- 2
156	4.36.38	250.00 120.00	22.53	22.52 22.64	11.27 S 03"46"38"E	260 251	15
158 159	28'57'39"	120.00	22.67 60.66	60,01 59.39	30.99 N 26 46 35 W	252	12
159	28'39'24	120,00 20.00	60.02	59.39 23.90	30.65 N 55'35 U6 W	263 264 265	8
161	39'42'54	20.00 45.00	25.62 13.86	13.59	7.22 S 23 20 33 W	265	8:
162 163 164	28'55'37"	45.00 45.00	22.72 51.83 35.00	13.59 22.48 49.01 34.12	11.61 N 28'44'12'E 29.22 N 18'43'14"W	266 267 258	44
164	44'33'48"	45.00 45.00 45.00	35.00	34.12	18.44 N 73'59'44'W	258	3
165 166	31'49'51"		25.00 25.00	24.68 24.68	12.83 S 35 SB 35 W	269 270	- 5
167	5717'45"	45.00	45.00	43.15 17.01	24.58 \$ 08.3513 E	270 271 272	8
166	62'30'49"	45.00 45.00 20.00 20.00 79.00 79.00 320.00	45,00 17,12 21,82	20.75	12,14 N 27'46'18'W	273	9
169	73'59'12"	20.00	25.83	24.07	15.07 N 40'28'42 E	274	6
171 172	7'46'24"	79.00	10.72	118,13	5.37 N 05'21'31"W	273 274 275 276	8
173 174 176	511'35"	320.00 320.00	21.82 25.83 133.44 10.72 29.00 56.00 41.78 7.64	28.99 55.93 41.75 7.84	14.51 \$ 04'04'06"E		12
175	7'28'51"	320.00 320.00 125.00	41.78	41.75	20.92 5 20 25 55 E	278 279 280	- 1
176	3'30'07"	125.00	7.64	7.84	3.82 S 75'43'14"W	280 281	12
178	31"55"34"	100.00 432.45 432.45 648.95	34,06 240.97 175,53	237.86	123.70 N 1812 32 E	282	9
179	2375'21"	432.45	175,53	174.33	88.99 N 45'47'59"E	283 284	181
180	4'31'57"	648.95	253.10 51.34	51.32	25.68 S 32'48'56 W	285	16
182	37'08'03"	648.95 194.66 189.32 618.95 618.95	126.15	7.84 33.90 237,86 174.33 251.50 51.32 123.96 120.56	65.39 S 11 58 55 W	286 287	9
183 184	1"28"00"	618.95	15.84	15.84	7.92 S 3176 57 W	288 289	19
185 186	12'53'56"	618.95	126.15 122.70 15.84 139.34 49.25	139.05	69,97 S 46"25"09"W 24,64 S 55"08"53"W	290	8
187	1.56.08	618.95 462.45 462.45 462.45 462.45 462.45		15.62	7.81 N 56 27 35 E	291	13
188 189	4'57'21"	462.45	40.00 93.96 127.16	39.99	20.01 N 53'00'51"E 47.14 N 44'42'57"E		
190	15'45'18"	462.45	127.16	39.99 93.79 126.76 91.65	63.99 N 21 29 48 E		
191 192	11"22"25"		91.80	372.80	46.05 N 075557E 210.32 N 295012E		
193	26 52 42	678.95 200.00 200.00	387.60 318.51 99.19 30.43	372.80 315.60 98.18	162.24 S 43'59'19"W		
194	28"25"01"	200.00	99.19 30.43	30.40	15.24 S 0213'34'E		
196	118'06'32"	20.00	41.23	34.31	33.36 S 19'05'05'E		
197	### 1995 1995	20.00 80.00 370.00 370.00 370.00 20.00 20.00 45.00 45.00 45.00	26.08 51.83 59.00	34.31 25.97 51.79 58.90 29.99 25.97	25.96 S 8711 43 W		
199	10'41'06"	370.00	59.00	58.90	34.80 N 83*26*56*W		
200	80"58"10"	20.00	30.00 28.26 18.16 6.21 56.08	25.97	17.07 N 66 03 16 E		
202 203	52'01'12"	20.00	18.16	17.54 6.20 52.52	9.76 N 00°26°25°W		
204 205	71 24 20	45.00	56.08	52.52	32.34 S 17'09'24"W		
205 206	42"09"19"	45.00 45.00		32.37 32.38	17.34 S 73'56'13'W 17.35 N 63'54'07'W		
207	4210'00"	45.00 45.00 45.00 20.00	33.12 33.12 56.70 18.16	32.38 32.38 53.03 17.54 28.28	17.35 N 21'44'07'W		
208	7211'46" 5201'12"	45.00 20.00	56.70 18.16	17.54	9.75 S 51'34'47"W		
210	00.00.00	20.00	31.42	28.28	20.00 S 19'25'49 E		
211	13'30'23"	20.00 330.00 330.00 330.00 330.00 120.00	31.42 21.57 77.79 67.18 20.00 37.83 30.00 29.17	21,56 77,61	39.08 N 74"55"40"W		
212 213	11 39 51	330,00	67.18	67,07	33.71 N 87'30'48"W		
214 215	18103'49"	120.00	37.83	20.00 37.68 29.92 26.65	19,07 S 87'47'10'E		
216	141926	120.00	30.00	29.92	15.08 \$ 71'35'32"E		
217 218	32"23"15"	100.00	56,53	55.78	29.04 S 80'37'27"E		
219	3"28"31"	350.00	56,53 21,23 176,62	55.78 21.23 174.75	10.52 N 6610'04'W		
	20 34 43	NO C	176.62 URVE DAT 4.75 26.76 66.58 30.00 45.00	A			
222 223	6'02'44" 76'39'27" 84'46'13" 38'11'50" 38'11'50" 38'11'50" 38'11'50" 38'11'50" 38'11'50" 39'00'60" 40'28'42' 23'42'31" 24'44'13" 39'37'48" 28'59'26" 13'02'23"	45.00	4.75 26.76	4,75 24,81 60,67 29,45 43,15 29,45 29,45	2.38 N 74'34'01'E 15.81 N 77'14'27'E		
224	84'46'13"	20.00 45.00 45.00	66.58	50.57	41,07 S 8117 50 W		
224 225 226	3871750	45.00 45.00	30.00 45.00	29.45 43.15	15.58 N 3/13 08 W 24.58 N 10 31 39 E		
227	3811'50"	45.00 45.00	30.00	29.45	15.58 N 5816 26 E		
228 229	3831'50"	45.00 20.00	30.00	29.45	20.00 N 70'34'11"E		
230	10'28'42"	20.00 145.00 145.00 105.00	31.42 26,52 60.00 45.33 72.63 75.80	28.28 26.48 59.57	13.30 S 30'48'32'W		
231 232 233	23 42 31	105.00	45.33	44,98	23.03 N 53'30'08"E		
233	39'37'48"	105.00	72.63	44.98 71.19 75.03	37.83 N 2179'08"E		
234 235	29.59.56	145.00 145.00 145.00		32,93	16.57 N.38"00"52"E.		
235 236 237	9'52'43"	145.00	25.00 29.00 73.86 31.42 15.47	24.97	12.53 N 49'28'24"E		
237 238 239	4018'04"	145.00 105.00 20.00	73.86	28.95 72.34	38.53 S 45 43 13 W		
239 240	90'00'00"	20.00 145.00	31.42		20.00 S 19*25*49*E 7.74 S 82*48*50*W		
741	15'51'34"	300.00	98.75 72.30	15.47 98.30 72.13	49.82 S 6515 28 E		•
242 243	13'48'31"	300.00 400.00	140 69		36,33 S 81'35'31"E 71.07 N 08'34'18"W		
244	4"30"06"	420.00	33,00	32.99	16.51 N 00°44°49°W		t
245	10"23"38"	420.00	33,00 76.19 18.37 17,40	76.09 18.37	38.20 N 0811'41'W 9.19 N 14'38'42'W		
246 247 248	49 50 07	420.00 20.00	17,40	16.85	9.29 S 09'01'10"W		
248 249	40'20'04"	45.00 45.00	31.68 30.00	31.03 29.45	15,53 N 13'46'12'E 15,58 N 25'29'45'W		
250	29:59:26: 9:52:43" 11:27:29: 40:18:04" 90:00:00:6:08:50: 15:31:34" 13:48:31: 20:09:03: 4:30:66" 10:23:348* 2:30:23: 49:50:07" 40:20:04" 38:11:50" 38:11:50"	45.00	30.00	29.45	2.35 N 7474/OPE 1.56 N 7774/27* 41,07 S 81775/07* 41,07 S 81775/07* 41,07 S 81775/07* 1.55 N 7775/07*		
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CURVE DATA
NO. 147 TO NO. 291 ONLY
(FOR NO. 1 TO 146, SEE SHEET 4)

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THE MEADOWS

A SUBDIVISION OF PARCEL 1. OF
PARTITION PILAT 1991-141
IN SE 1/4 SEC. 6. 1 SW 1/4 SEC. 5 IN
CHARLES BROWN D.L.C. NO. 64, TZS. R.IE., W.M.
CLACKARKS SUBJECT OF LAKE OSWEGO
CLACKARKS SUBJECT OF LAKE OSWEGO
LACKARKS SUBJECT OF LACKARKS

SHEET 7 OF 8

2946

CRC

: 1 | 111|

REGIT CREP PROFESSIONAL CHAP SENSITION NO. 2143
SUBSCRIEGO AND SWORN TO BEFORE ME THIS /2 DD DAY OF 56.PT 1990

OREGON KEITH L DAMANN 2143

Chan Mulike

lii I I

COLUMBIA INVESTMENTS, LTD.

PETER W STOTI
PRESIDENT

1 BASIS OF BEARING AND OUTBOUNDS SURVEY, SEE P. S. 20470, AND THE PLATS OF "WESTLAKE MEADOWS" AND "WESTLAKE 102".

WINDOWS WITH APPROVAL OF THE CITY OF UNEX COWGOO ON TIS ASSIGNED INDUNDALL REPRESENT COMESS SHALL BE RESPONDED FOR AND SHALL BEAR THE EXPENSE OF FRAMEWAR AND REPRESENT SHALL PRICE SHALL PRICE AND PROVIDE UTILITY EASIERS.

MENT SHALL PRICE AND FRANCES HE REMOVED FOR ACCESS TO SHALL UNTIL THE APPROVAL OF THE CITY OF LANG CONTROL OF THE CITY OF LANG.

OWINGO OR HIS ASSIGNED.

SUBJECT TO CONSIGNATE, COMBITIONS AND RESTRICTIONS RECORDED AS FRENCE, THE CONTROL OF THE CONTROL OF

* 9. NO LOTS SHALL HAVE DIRECT ACCESS TO BUNICK DRIVE, PARKWAY DR. OR MELROSE ST.

* 10. LOTS METING SOLAR COMPLIANCE ARE NOTED AS DICLORS.

BASIC SOLAR LOTS (1.5.2, 0.17.52, 1.5.7.30.55, 0.7.59, 63.65, 0.7.59, 0.

CONTRILINES OF THE ALCOHOMS STREETS.

"APPROVED SIEWMAN LOCATION CRISIONALES THOSE AREAS WHALL SERVALES THAT
EXCHANGES THE CONTRILINE STREET ALCOHOMS."

THERE SHALL BE A LOD FOOT SERVALE EASEMENT ALONG THE WAST REPORT. OF MANY OF BEING HOME AND A THE WAST REPORT. OF MANY OF BEING HOME AND A THE WAST REPORT. OF MANY OF BEING HOME AND A THE MANY OF MANY OF BEING HOME AND A THE MANY OF MANY

THE MEADOWS

A SUBDIVISION OF PARCEL 1 OF PARITION PLAT 1991-141 SE 1/4 SEC, 6 & SW 1/4 SEC, 5 IN RILES BROWN D.L.C. NO. 64, T.25, R.I.E., W.M. CITY OF LAKE OSWED CLACKAMAS COUNTY, OREGON JULY 24, 1991

SHEET 8 OF 8



D THIS 23 DAY OF MAY MEET REVIEW BOARD, CITY OF LAKE OSWEGO

APPROVED THIS 30 ⁷² DAY OF JULY 1994 CLACKMANS COUNTY SURVEYOR 7 HOM AS A. MILNE 80 CLUB R. Challe
APPROVED THIS 3! DAY OF July 1991 CLACKAMAS COUNTY COMMISSIONERS
or Judie Hanna Hade
PURSUANT TO O.R.S. 82 BBS. I HEREBY CERTIFY THAT ALL TAXES HAVE BEEN PAID THROUGH: JULIE 30 , 1880 / 202
APPROVED THIS 3/4 DAY OF JULY 1981 BY KAY EFLAND ASSESSON AND TAX COLLECTOR
BY Claral Maiss DEPUTY Claims A Herd
ATTEST THIS 31 DAY OF July 1991

Beforet, Supry

detto M. Will HOTARY PUBLIC - OREGON

THIS TRACING IS AN EXACT DUPLICATE OF THE ORIGINAL PLAT OF "THE MEADOWS"

Sich L. Domana PLS. NO 2143