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SM
After recording return to:
Maywood Homes
PO Box 210
Lake Oswego, OR 97034



\$103.00

02245367201900414510020028

07/17/2019 02:20:11 PM

PD-COV Cnt=2 Stn=2 CONNIEBRO
\$10.00 \$5.00 \$16.00 \$62.00 \$10.00

DECLARATION OF RESTRICTIVE COVENANTS AND PRIVATE STORM DRAINAGE EASEMENT

Recitals

Whereas:

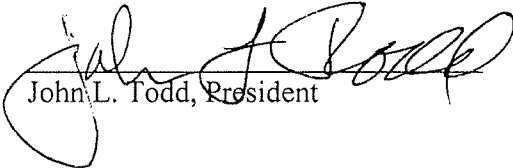
Maywood Homes, Inc. the developer of John Jeffrey Estates desires to establish a private storm drainage easement on Lot 2 of John Jeffrey Estates for the benefit of Lot 3 of John Jeffrey Estates and create certain restrictive covenants with regards to the private storm drainage easement's use.

WHEREFORE, in consideration of the above recitals, the developer and his successors enter into the following:

Agreement

1. Creation of Private Easement; Location. The Grantor, Maywood Homes, Inc., grants an easement over Lot 2 for the benefit of Lot 3 as illustrated on the plat of John Jeffrey Estates.
2. Type of easement. The easement created by this grant and agreement is an easement appurtenant not an easement in gross.
3. Duration of the easement. The easement shall be perpetual and shall inure to the benefit of the owners of Lot 3, their successors in interest, heirs and assigns and all future owners of Lot 3.
4. Relationship to other easements or encumbrances. This easement is granted subject to all prior easements or encumbrances of record.
5. Acceptance of terms; Deed. By acceptance of the deed to their property, future owners of Lots 2 and 3, John Jeffrey Estates, become parties to and are bound by this agreement whether or not expressly stated in their deed.
6. Use of easement by owners of Lot 2 Property. Grantor, and future owners of Lot 2, shall be allowed access to the easement and use of the easement so long as such use does not interfere with the use of the easement for its intended purpose or obstruct any portion of the easement. Grantors shall not place or allow any obstructions to be placed within the easement that would in any way interfere with the use of easement for its intended purpose.

Maywood Homes, Inc.

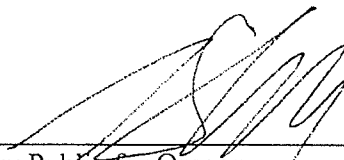

John L. Todd, President

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on

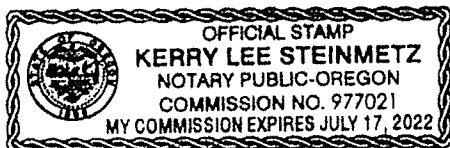
JUNE 25, 2019.

STATE OF OREGON)
)SS
County of Clackamas)

This instrument was acknowledged before me on this 25 day of JUNE, 2019 by John L. Todd as President of Maywood Homes, Inc., who acknowledged the foregoing to be his voluntary act and deed.



Notary Public for Oregon
My commission expires: JUNE 17, 2022



(2)

2019-041451