

FIRST AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR SEXTON MOUNTAIN MEADOWS,
CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

This First Amendment to the Declaration of Protective Covenants and Restrictions for Sexton Mountain Meadows, City of Beaverton, Washington County, Oregon (the "First Amendment") is hereby made and executed this 24th day of MARCH, 1989, by Sexton Mountain Development Corporation, an Oregon corporation, 17355 S.W. Boones Ferry Road, P.O. Box 1392, Lake Oswego, Oregon 97035.

WITNESSETH:

WHEREAS, the Developer is the owner of more than seventy-five percent (75%) of the Lots in SEXTON MOUNTAIN MEADOWS, City of Beaverton, Washington County, Oregon; and

WHEREAS, Developer desires to amend the Declaration of Protective Covenants and Restrictions for Sexton Mountain Meadows, City of Beaverton, Washington County, Oregon, dated November 7, 1988, and recorded November 15, 1988, at Fee No. 88-51074 in the Real Estate Records of Washington County, Oregon (the "Declaration");

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

Article I of the Declaration is amended by adding the following subparagraphs:

F. "Common Area" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

G. "Association" means the nonprofit corporate entity responsible for the management and operation of the Project created concurrently with the recording of this First Amendment and known as Sexton Mountain Meadows Planned Community Association.

Article I, subparagraph D of the Declaration is hereby amended to read as follows:

D. "Design Review Committee" shall mean and refer to the Developer, its agents, officers, employees and appointees, until seventy-five percent (75%) of the Lots in SEXTON MOUNTAIN MEADOWS are conveyed to Owners

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or a date to be selected by and at the sole option of the Developer, at which time the Board of Directors of the Association shall become the Design Review Committee.

Article IV of the Declaration is amended by adding the following paragraph:

The Association and all Lot Owners shall have an easement for the reasonable access and use of the Common Areas for their intended purposes as described herein and as described in the Bylaws of the Association.

Article X of the Declaration is hereby amended by adding the following sections thereto:

Section 6. The common expenses of the Project shall be assessed equally to the Lot Owners. The Association shall have two (2) classes of voting membership as follows:

Class A members: Class A members shall be all lot owners except for the Developer and all Class A members shall be entitled to one (1) vote for each Lot owned;

Class B member: The Class B member shall be the Developer who shall be entitled to three (3) votes for every Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever shall first occur: (i) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or (ii) on December 31, 1990.

Section 7. Mortgage Protection.

A. Notice. Upon written request to the Association identifying the name and address of the Mortgagee and the legal description of the Lot, any Mortgagee shall be entitled to receive written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings.

B. Consent Required. Except upon the approval of Mortgagees holding Mortgages on Lots which have at least seventy-five

percent (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to the Declaration or Bylaws which add to or amend any material provision of the Declaration or Bylaws which establish, provide for, govern, or regulate any of the following:

- (1) Voting;
- (2) Assessment, assessment liens, or subordination of liens;
- (3) Easements for the common area;
- (4) Responsibility for maintenance and repair of the several portions of the Property;
- (5) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Lot;
- (6) Any provisions which are for the express benefit of Mortgagees.

C. Termination. The approval of the holders of Mortgagees holding Mortgages on Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages shall be required for any termination of this Declaration. Any such termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, Bylaws and only after a vote of the Owners as required herein.

D. Limitation. The provisions of subparagraph B are intended only to be a limitation on the right of the Owners to amend the Declaration and Bylaws. Any such amendments to the Declaration or Bylaws shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment in addition to Article VII.

E. Deemed Approval by Mortgagees. Any Mortgagee who receives a written request to approve an amendment to the Declaration or

Bylaws or any other action to be taken by the Board, Association, or Owners shall be deemed to have given such approval unless such Mortgagee's written objection to such action is delivered to the Association within thirty (30) days after the date of the written request.

Section 8. The Association has been organized to administer the operation and management of the Project and to undertake and perform all acts and duties instant thereto in accordance with the terms of its Articles of Incorporation and Bylaws. A copy of the Bylaws is attached hereto as Exhibit B. The Owner of each Lot shall automatically become a member of the Association upon the Owner's acquisition of an ownership interest in any Lot, and the membership of an Owner shall terminate automatically upon the Owner being divested in an ownership interest in a Lot, regardless of the means by which such ownership interest may be divested. In the administration of the operation and management of the Project, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration and the Bylaws in the manner provided in the Declaration and in the Bylaws. For such purposes the Association shall have the same rights and powers of an Owner with respect to the enforcement of the Declaration.

Section 9. The use of the term "planned community" shall not imply that the Association or SEXTON MOUNTAIN MEADOWS is subject to the provisions of ORS 94.550 through 94.783 (the Oregon Planned Community Law). This is a de minimus planned community and is therefore not subject to the Oregon Planned Community Law.

IN WITNESS WHEREOF, Developer has caused this First Amendment to be executed this 24th day of MARCH, 1989.

SEXTON MOUNTAIN DEVELOPMENT CORPORATION, an Oregon corporation

By: 

Its: Secretary-Treasurer

APR 13 1989

EXHIBIT "A" TO FIRST AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR SEXTON MOUNTAIN MEADOWS,
CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON

An easement for construction and maintenance of a block fence lying over that portion of lots 15 through 19 and lots 22 through 25 of Sexton Mountain Meadows, a plat of record, recorded in block 68 page 7 and 8, Washington County Plat records said easement is more particularly described as follows:

Beginning at the Northeast corner of Section 29, T. 1 S. R. 1 W., W.M., City of Beaverton, Washington County, Oregon; thence westerly along the projected north line of said plat of Sexton Mountain Meadows 45 feet to the true point of beginning; thence S 00d 02' 46" W along the west line of lots 16 through 24 a distance of 639.57 feet to a point of curvature of a 16 foot radius curve concave to the northwest with a central angle of 86d 15' 56"; thence southwesterly 24.09 feet along said curve to a point of tangency on a line bearing S 86d 18' 41" W, said line is the southerly line of said lots 24 and 25; thence southwesterly along said tangent line 124.14 feet to a point of curvature of a 350 foot radius curve concave to the north with a central angle of 7d 15' 15", thence southwesterly along said curve 44.05 feet to a point on the westerly line of said lot 25; thence N 08d 29' 35" E 4.02 feet to a point on a curve with a radius of 346.00 feet and concentric with said 350 foot radius curve; thence northeasterly along said curve 43.46 feet, through a central angle of 7d 11' 49" (chord bears N 89d 54' 36" E, 43.43 feet) to a point of tangency on a line bearing N 86d 14' 54" E; thence northeasterly along said line 48.86 feet; thence N 76d 58' 07" E 49.28 feet to a point of curvature of a 36 foot radius curve concave to the northwest; thence northeasterly along said curve 44.38 feet, through a central angle of 70d 38' 27" to a point of tangency of a line bearing N 06d 19' 40" E; thence northeasterly along said tangent line 95.11 feet; thence N 00d 02' 46" E 619.56 feet along a line that is parallel with and 4 feet westerly of the east line of said lots 16 through 19 to the north line of said plat of Sexton Mountain Meadows; thence northeasterly 4.00 feet along the north line of said plat to the true point of beginning.

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STATE OF OREGON
County of Clackamas } ss.

The foregoing instrument was acknowledged before me this 24th day of MARCH, 1989, by RONALD D. JOHNSON, Sutton-Trehan of Sexton Mountain Development Corporation, an Oregon corporation, on behalf of the corporation.



Susan K. Ward
NOTARY PUBLIC FOR OREGON
My Commission Expires: Dec. 10, 1991

Return to:
Sexton Mountain Development Corporation
17355 S.W. Boones Ferry Road
P.O. Box 1392
Lake Oswego, Oregon 97035

Reserved for Recorder's Use:

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.



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