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**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
SEXTON MOUNTAIN MEADOWS,
CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON**

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR SEXTON MOUNTAIN MEADOWS, CITY OF BEAVERTON, WASHINGTON COUNTY, OREGON (the "Declaration") is hereby made and executed this 7th day of November, 1988, by SEXTON MOUNTAIN DEVELOPMENT CORPORATION, an Oregon corporation, 17355 S. W. Boones Ferry Road, Post Office Box 1392, Lake Oswego, Oregon, 97035 (the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of all that certain real property located in Washington County, Oregon and legally described as Lots 1 through and including 41, City of Beaverton, which has been platted and designated as SEXTON MOUNTAIN MEADOWS according to the map and plat thereof on file with and in the official records of Washington County, Oregon; and,

WHEREAS, Developer desires to subject SEXTON MOUNTAIN MEADOWS to the conditions, covenants and restrictions contained herein for the benefit of SEXTON MOUNTAIN MEADOWS and its present and subsequent owners.

NOW, THEREFORE, Developer hereby declares SEXTON MOUNTAIN MEADOWS is and shall be held upon and conveyed subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth.

ARTICLE I - DEFINITIONS.

The following words and terms, when used in this Declaration, any supplemental Declarations or any changes or modifications hereto, shall have the following meanings:

A. "Lot" shall mean and refer to any of the numbered parcels shown on any recorded subdivision map or plat of SEXTON MOUNTAIN MEADOWS.

B. "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of a fee simple title interest in and to any Lot which is part of SEXTON MOUNTAIN MEADOWS, including contract sellers, but excluding those having such interest merely to secure performance of an obligation.

C. "Street" shall mean and refer to any street, public way, highway, cul-de-sac or other thoroughfare providing a means of access and shown on any recorded subdivision map or plat of SEXTON MOUNTAIN MEADOWS.

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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 or a date to be selected by and at the sole option of the Developer, at which time the Design Review Committee shall be comprised of not less than three (3) Owners of Lots in SEXTON MOUNTAIN MEADOWS one of whom may, if the Developer so elects, be the Developer.

E. "House" shall mean and refer to a detached dwelling, intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.

ARTICLE II - COMMON SCHEME RESTRICTIONS.

The following restrictions are hereby imposed as a common scheme upon each Lot of SEXTON MOUNTAIN MEADOWS for the benefit of every other Lot in SEXTON MOUNTAIN MEADOWS and may be enforced by any Owner in or the Developer of SEXTON MOUNTAIN MEADOWS:

A. No Lot shall be used for any purpose other than for the construction and occupancy of a House thereon and for residential purposes thereof.

B. No animals, livestock, poultry or fowls of any kind shall be raised, kept or permitted upon any Lot or in any area or part of SEXTON MOUNTAIN MEADOWS except domestic dogs and cats and caged pet birds provided such are not a nuisance to any resident within SEXTON MOUNTAIN MEADOWS. Caged pet birds shall be kept within Houses. All dogs, cats and birds are not to be kept, bred or raised for commercial purposes or be in unreasonable numbers.

C. No Lot or any area in or part of SEXTON MOUNTAIN MEADOWS shall be used for the purpose of exploring for, taking therefrom or production therefrom, water, gas, oil or any other hydrocarbon or mineral substance.

D. No noxious or offensive trade or activity shall be permitted upon any Lot or in any area or part of SEXTON MOUNTAIN MEADOWS, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of SEXTON MOUNTAIN MEADOWS as a high-class residential neighborhood.

E. No House or any building or structure shall be occupied in any manner while under the course of original construction or until it complies with all governmental standards for occupancy and use as a residential structure. All construction activity of any type or kind within SEXTON MOUNTAIN MEADOWS and upon any Lot

or any area in or part therein shall be prosecuted diligently and continuously from the time of commencement until full completion. All exterior and visible portions of all Houses, buildings, fences, walls or other structures placed on any Lot, in any area in or part of SEXTON MOUNTAIN MEADOWS shall be constructed of new and high-grade materials, unless the use of materials that are not new or other than high-grade have been specifically approved by the Developer or the Design Review Committee. No Houses, buildings or structures constructed elsewhere shall be moved onto or placed upon any Lot, any area in or part of SEXTON MOUNTAIN MEADOWS without the express written approval of the Developer or the Design Review Committee. This provision shall not prohibit or restrict the erection, installation, movement and use of temporary trailers or structures provided such are exclusively incidental to the construction and sales of Houses upon any Lot, any area in or part of SEXTON MOUNTAIN MEADOWS provided such have been specifically approved by the Developer.

F. No trailer, recreational vehicle, boat, camper or pickup coach, truck, heavy or light equipment, motorcycle, tent or commercial vehicle shall be placed, maintained, erected or constructed for any purpose on any Lot, or in any area or part of SEXTON MOUNTAIN MEADOWS including Streets and access ways except such vehicles that can be or are stored completely within fully-enclosed structures so as not to be visible and are not used for living purposes. Temporary parking of such vehicles is permitted so long as such parking does not exceed eight (8) continuous hours within a twenty-four (24) hour period. This restriction shall not prohibit or restrict trucks or commercial vehicles from making pickups or deliveries within SEXTON MOUNTAIN MEADOWS nor shall this restriction prohibit or restrict trucks or commercial vehicles that are necessary for the construction of Houses or other buildings or the maintenance thereof within SEXTON MOUNTAIN MEADOWS.

G. No outside television or radio aerials or antennas including satellite receivers and dishes are permitted upon any Lot, House or any part of or area in SEXTON MOUNTAIN MEADOWS without the express written approval of the Developer or the Design Review Committee.

H. No Lot, or area in or part of SEXTON MOUNTAIN MEADOWS shall be used or maintained as a dumping site or depository for rubbish, refuse, cuttings, trimmings, trash, garbage or any other form or type of waste. Any such waste may be temporarily stored for not more than twenty-four (24) hours in a suitable and sanitary container visible from any Street within SEXTON MOUNTAIN MEADOWS until such waste is picked up or removed. Any incinerators or other equipment for the storage or disposal of such waste shall be maintained and operated in a safe and sanitary manner

and not cause or be any form of nuisance to any resident in SEXTON MOUNTAIN MEADOWS.

I. No Lot, or area in or part of SEXTON MOUNTAIN MEADOWS shall have a clothesline or other such similar device or structure located or to be located in any Front Yard or Side Yard or be visible from any Street in SEXTON MOUNTAIN MEADOWS. Mailboxes, newspaper tubes, street address and name signs shall conform to and comply with a common design, color and materials plan and scheme selected by the Developer. No changes or alterations to such scheme are permitted without the prior consent of the Developer or the Design Review Committee.

ARTICLE III - SPECIFIC BUILDING RESTRICTIONS.

Section 1. No House, garage, fence, wall or other structure or building upon any Lot, or in any area or part of SEXTON MOUNTAIN MEADOWS shall be erected or constructed unless and until a complete set of plans and specifications therefor has been submitted to, reviewed and approved in writing by the Developer or the Design Review Committee. Said plans and specifications shall include, but not necessarily be limited to, the exterior color scheme, exterior materials, front-yard landscaping of the House, building or structure to be erected or constructed and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the completed structure.

Section 2. No construction or other work on, alterations to or activity related to such construction or other work for or to any House, building or structure on or to be erected or constructed on any Lot, or any area in or part of SEXTON MOUNTAIN MEADOWS shall be undertaken unless and until the Developer or the Design Review Committee has specifically approved such work and authorized its commencement. The Owner, its contractor, subcontractors, agents, employees, guests and invitees, shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnifies and holds Developer and the Design Review Committee harmless from any claim, loss or liability, including reasonable attorneys' fees, arising from or relating to such work.

Section 3. In the event the Developer, Design Review Committee or their designees and agents fail to approve or disapprove any submission made in accordance with the provisions of this Article within thirty (30) days after such submission, approval will not be required and the provisions of this Article will be deemed to have been fully complied with.

Section 4. Any agent, officer, employee or designee of Developer or the Design Review Committee may, after reasonable notice and during normal business hours or at any other reasonable time, enter into and inspect any and all construction acti-

vity or maintenance work to determine compliance with this Article and this Declaration. Persons conducting such inspection shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

Section 5. Developer or the Design Review Committee may cause any construction or maintenance work or activity not specifically authorized by this Article or not being performed in strict compliance with the terms or conditions of prior authorization or approval to be terminated immediately or changes or corrections made as to make such construction or maintenance work comply with the terms or conditions of such prior authorization or approval. All Owners, their contractors, subcontractors, agents and employees do hereby acknowledge the right of Developer and the Design Review Committee to terminate such construction or maintenance work, order changes or modifications thereto and be bound by any such orders to terminate or change and modify.

Section 6. The following standards shall apply to and be enforced for any House, building or structure erected, constructed or maintained in SEXTON MOUNTAIN MEADOWS:

A. Roof Materials: The exterior surfaces of the roofs of all Houses shall be cedar shake or tile materials.

B. Exterior Siding Materials, Trim and Other Features: The principal exterior surfaces, except roofs and windows, of all Houses in SEXTON MOUNTAIN MEADOWS shall be comprised or constructed of cedar, fir, brick, stucco, L-P Inner-Seal or equivalents thereof. In no event shall any exterior siding material that is principally comprised or constructed of plywood be applied to the exterior surface of any House, accessory building or other structure in SEXTON MOUNTAIN MEADOWS. Exterior trim, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained so as to be compatible and in harmony with the structure they adjoin.

C. Windows: The frame materials used for windows in all Houses shall be composed of and constructed with materials and finished in such a manner so as to be compatible and in harmony with the house in which such windows are installed. In no event may any window frame or divider materials be unfinished or not painted or anodized in a manner and color acceptable to the Developer or the Design Review Committee. No reflective glass is permitted.

D. Nature of Construction: All Houses erected or constructed in SEXTON MOUNTAIN MEADOWS shall be of "double-wall" construction and utilize construction materials and procedures consistent therewith.

E. Landscaping: Not more than six (6) months after the substantial completion of any House erected or constructed in SEXTON MOUNTAIN MEADOWS, the Front- and Side-Yard of the Lot upon which said House has been erected or constructed shall be fully and completely landscaped in accordance with the plan for such landscaping submitted to and approved by Developer or the Design Review Committee according to the provisions of this Article. Not more than twelve (12) months after the substantial completion of any House erected or constructed in SEXTON MOUNTAIN MEADOWS, the Rear-Yard of the Lot upon which said House has been erected or constructed shall be fully and completely landscaped. No review or approval of the Rear-Yard landscaping plan by the Developer or the Design Review Committee is required. At all times after substantial completion of the construction of a House on a Lot in SEXTON MOUNTAIN MEADOWS and before the installation of landscaping, all Yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition. In the event of undue hardship caused by weather conditions, reasonable extensions of the time required to comply with these provisions regarding the installation of landscaping may be granted upon the written approval of the Developer or the Design Review Committee. All landscaping installed in and on any Lot in SEXTON MOUNTAIN MEADOWS shall have, as some portion thereof and not necessarily limited to, a grass lawn together with trees, shrubs and other plantings as appropriate. In addition, the landscaping plan and the elements thereof for any Lot in SEXTON MOUNTAIN MEADOWS shall be in harmony and be consistent with the landscaping previously installed in and on other Lots in SEXTON MOUNTAIN MEADOWS.

F. Fences: Any and all fences to be erected or constructed in, on or around any Lot in SEXTON MOUNTAIN MEADOWS shall be first reviewed and approved by the Developer or the Design Review Committee prior to installation. No fencing shall be installed in any Front Yard nor shall any fencing be constructed that blocks or impedes any drainage ways. No chain-link fences or fencing materials may be used or are permitted in any form. All other fencing, such as interior fencing to enclose patios, screen trash receptacles, support arbors and the like shall be of a type, style finish and color so as to be compatible and in harmony with the House to which they are adjoined. To the fullest extent possible, all fences shall be of the "good-neighbor" style and shall be painted or stained immediately after installation and maintained properly and in a manner consistent with the standards for maintenance as set forth in this Declaration.

G. Minimum Area of Houses: The ground floor area of any one-story House, excluding open porches, decks and garage, shall not be less than 1,450 Square Feet. The ground floor area of any two-story House, excluding open porches, decks and garage, shall not be less than 950 Square Feet and the total floor area shall not be less than 1,650 Square Feet.

H. Design and Style of Houses, Buildings and Structures: Houses, buildings and structures and improvements or alterations thereto shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding Houses and structures and the general area. All Houses, buildings or structures erected, constructed or maintained in SEXTON MOUNTAIN MEADOWS shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of the City of Beaverton, Washington County and the state of Oregon.

I. Guidelines and Discretion: The Developer or the Design Review Committee shall have the authority to promulgate and issue and thereafter amend from time to time, design guidelines which shall be binding upon all Owners of Lots as set forth herein. The Developer or the Design Review Committee, in their sole discretion, may withhold approval of any proposed improvement or other matter under their jurisdiction if such proposed improvement would be inconsistent with the provisions contained herein or would be incompatible or not in harmony with the design standards of and for SEXTON MOUNTAIN MEADOWS. Considerations such as siting, shape, size, color, design, height, impairment of view and other effects on the enjoyment of other Owners of Lots, as well as any other factors which the Developer or the Design Review Committee believes to be relevant, may be taken into account by the Developer or the Design Review Committee in determining whether or not to approve any proposed improvement or other matter under their jurisdiction.

J. Non-waiver: Approval or disapproval by the Developer or the Design Review Committee of any matter proposed to them or within their jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the Developer or the Design Review Committee to grant or withhold approval as to any similar matter thereafter proposed or submitted for approval.

K. No Liability: Neither the Developer or the Design Review Committee, nor any member thereof, shall be liable to any Owner, occupant, or other person or entity for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the Developer or the Design Review Committee.

ARTICLE IV - EASEMENTS.

Developer hereby grants and reserves onto itself, its successors and assigns, the City of Beaverton, Oregon, and any and all others that will or may conduct or perform public or quasi-public utility services or functions, all those easements indicated upon the official map and plat of SEXTON MOUNTAIN MEADOWS

recorded in the records of Washington County, Oregon, for the purposes noted thereon and as follows:

A. Ingress, egress, installation, repair and maintenance of all utilities, including, but not limited to, water, storm and sanitary sewer, gas, telephone, electricity or a master or cable television system;

B. Maintenance, including, but not limited to, fertilizing, spraying, cutting, trimming and the care, maintenance and preservation of all trees, grass, shrubs, flowers or other vegetation or landscaping on the Lots or any other portion of the real property constituting SEXTON MOUNTAIN MEADOWS; and,

C. Sidewalk and bike path easements.

ARTICLE V - SIGNAGE.

Section 1. No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot, House, Building, structure or in any area or part of SEXTON MOUNTAIN MEADOWS except one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale.

Section 2. Section 1 of this Article shall not prohibit, limit or restrict Developer in any way from erecting or constructing or authorizing the erection and construction of any sizes or types of signs indicating the name, features or availability of Lots or Houses within SEXTON MOUNTAIN MEADOWS as being for sale, lease or rent.

ARTICLE VI - MAINTENANCE.

Section 1. Each Owner of any Lot in SEXTON MOUNTAIN MEADOWS shall maintain the condition of said Lot and any and all improvements thereon including, without limitation, any House, building, structure, landscaping, sidewalks, driveways, trees, shrubs or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from SEXTON MOUNTAIN MEADOWS being a high-class residential neighborhood.

Section 2. The duty of every Owner of any Lot in SEXTON MOUNTAIN MEADOWS as to maintenance shall extend and include the area between the property line of any Lot and the nearest curb or improved Street, including sidewalks and street trees.

Section 3. The Owners of all Lots in SEXTON MOUNTAIN MEADOWS shall have the right to, upon the giving of ten (10) days written notice, enter onto the Lot of any Owner who fails to comply with the standards and provisions for maintenance set forth in this Article and make whatever repairs or undertake whatever

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work is reasonably necessary to effectuate compliance with such standards and provisions for maintenance. Costs incurred for such repairs or work shall be paid immediately by the non-complying Owner after presentation of a billing for such repairs or work.

Section 4. For the purposes of enforcing the standards and provisions of this Article and upon the giving of reasonable notice, Owners of Lots in SEXTON MOUNTAIN MEADOWS shall have the right to enter upon any Lot at reasonable hours in order to inspect for compliance with the provisions of this Article or effectuate repairs or work in accordance herewith. Such inspection, repair or maintenance work shall not be deemed an act of trespass.

ARTICLE VII - AMENDMENTS OR MODIFICATIONS.

Section 1. This Declaration may be amended or modified by the Developer any time prior to the conveyance of seventy-five percent (75%) of the Lots in SEXTON MOUNTAIN MEADOWS to Owners without notice.

Section 2. This Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the Owners of Lots in SEXTON MOUNTAIN MEADOWS after seventy-five percent (75%) of the Lots in SEXTON MOUNTAIN MEADOWS have been conveyed to Owners by the Developer.

Section 3. Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Washington County, Oregon.

ARTICLE VIII - PHASING OF DEVELOPMENT.

If the Developer elects to develop additional or other phases of SEXTON MOUNTAIN MEADOWS, such development may be in any number of phases containing any number of Lots and in such manner as Developer may so elect. For the purpose of interpreting and applying the provisions of this Declaration, the number of Lots in SEXTON MOUNTAIN MEADOWS shall not be any particular phase or combination of phases, but shall be the entire number of Lots undertaken by Developer.

ARTICLE IX - DURATION.

The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in SEXTON MOUNTAIN MEADOWS, their legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded in the

official and public records of Washington County, Oregon. After such date, this Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating this Declaration signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official and public records of Washington County, Oregon prior to the commencement of any ten (10) year period.

ARTICLE X - OTHER PROVISIONS.

Section 1. In construing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidation of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

Section 2. The provisions of this Declaration shall bind and inure to the benefit of and be enforceable by the Developer, the Design Review Committee and the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs and assigns. Failure by the Developer, the Design Review Committee or any Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so.

Section 3. Any or all of the rights, powers and reservations of Developer contained herein may be assigned by Developer without any diminution of such rights, powers and reservations and without the prior consent of any Owner or Owners of any Lot or Lots in SEXTON MOUNTAIN MEADOWS.

Section 4. By the recording of this Declaration, each Owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

Section 5. Neither Developer nor any successor, assign, employee, agent or other representative of Developer shall be liable to any Owner or to any other person for its enforcement or failure to enforce any provisions of this Declaration. Each Owner, by acquiring such Owner's interest in a Lot, agrees to not bring any action or suit against Developer nor any successor, assign, employee, agent or other representative of Developer, and not to recover any such damage or to seek any other relief, including, without limitation, equitable relief, by reason of any enforcement or failure to enforce any provision of this Declaration. Each Owner shall and does, by taking title to or occupying any portion of any Lot, agree to defend, indemnify and hold Developer and Developer's successors, assigns, employees, agents and other representatives harmless from any claim, loss, damage,

cost or expense, including, without limitation, reasonable attorney's fees, arising out of the use, operation, ownership, occupancy or condition or state of repair of any Lot owned by such Owner.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its duly authorized officers as of the date first written above.

SEXTON MOUNTAIN DEVELOPMENT CORPORATION, an Oregon corporation

By Robert R. McAllister
President

By [Signature]
Secretary/Treasurer

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me this 7th day of November, 1988, by Robert R. McAllister and Ronald D. Johnson, who are, respectively, the President and Secretary/Treasurer of Sexton Mountain Development Corporation, an Oregon corporation, on behalf of said corporation.

By Juan K. W. and
Notary Public for Oregon

My Commission Expires: December 10, 1991

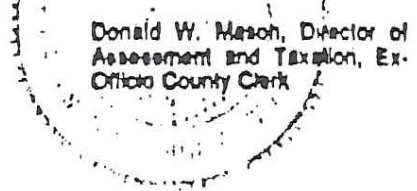


AFTER RECORDING, RETURN TO:

SEXTON MOUNTAIN DEVELOPMENT CORPORATION
17355 S. W. Boones Ferry Road
Post Office Box 1392
Lake Oswego, Oregon 97035

RE: 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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