

erty taxes due thereon, if any, and (2) exterior maintenance upon each lot which is subject to assessment hereunder to paint, replace, repair and care for roofs, gutters, downspouts and exterior building surfaces, except glass and doors, and for hazard and liability insurance. General assessments shall not be made for maintaining fences, patios, landscaping and other improvements within the perimeter of lots and use easement.

3. Special Maintenance and Assessments. If any owner or contract purchaser of any lot shall fail to keep and maintain properly the exterior of his dwelling, garage, carport or other permitted improvement or the grounds in connection with the same, then the Association, after giving said owner reasonable written notice, may enter upon said property and perform said maintenance and assess a reasonable cost thereof to said owner or contract purchaser; such assessment shall be added to the regular assessment and become a lien and enforceable in the same manner. Also, in the event that the need for any maintenance or repairs is caused through the willful or negligent act of the owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to the assessment to which such owner's lot is subject.

* 4. Assessment to Owners of Moorage Rights. In addition to the regular and special assessments provided in this Article, owners of lots with appurtenant moorage rights agree to pay the Association such assessments to be fixed, established and collected from time to time, for the payment of expenses for the improvement and maintenance of property, services and facilities devoted to the particular use and enjoyment of the owners of lots owning moorage rights. Such expenditures and the assessments relative thereto shall be determined by the Moorage Committee of the Association, which shall consist of three (3) members having

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moorage rights, who shall be elected, at the same time and in the same manner as the election of Directors of the Association, only by those members owning moorage rights, casting one (1) vote per lot as the owner or owners among themselves determine, or if unable to agree, then by fractional votes in proportion to their ownership interests in a lot, but in no event shall more than one vote be cast with respect to any one lot having moorage rights.

5. Rate and Collection. Both regular and special assessments must be fixed at a uniform rate for all lots. Moorage assessments shall be at the same rate for all lots having moorage rights. Regular, special and moorage assessments may be collected on an annual, quarterly or monthly basis, in the discretion of the Directors. The provisions of this paragraph do not apply to paragraph 3 above.

6. Date of Commencement of Assessments; Due Dates.
All lots shall be subject to the monthly assessments provided for herein on the first day of the month following the date on which the swimming pool in the Common Property is available for use by the members. The Board of Directors shall fix the amount of the regular or periodic assessment at least thirty (30) days in advance of each assessment period. Written notice of the annual or periodic assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, at any reasonable time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessment on a lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein said to have been paid.

7. Effect of Nonpayment of Assessments; Remedies of

use by another lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist and be binding upon the Declarant and upon all present and future owners of any part of said property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining same; in the event a structure consisting of more than one dwelling unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Property and in and upon each dwelling unit and lot for the benefit of the Association and the adjacent owner or owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

2. Easement for Maintenance. There is reserved to the Association, its agents and servants, and to the developer (during development stages), an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes and to perform exterior maintenance upon buildings and for the performance generally of its rights and duties as provided in this Declaration.

ARTICLE XI

MOORAGE RIGHTS

1. Source of Rights. Declarant is the owner of twenty-one (21) moorage rights appurtenant to "BRYANT GROVE", described in said agreement recorded in Book 691 at page 782 of the Deed Records of Clackamas County, Oregon.

2. Designation of Easement Lot and Assignment of

Moorage Rights. Declarant covenants that it will, within the time allowed by said agreement, to-wit: on or before April 12, 1979, designate one of the lots in Woodside to be an "Easement Lot", and will assign mortgage rights provided in said agreement to lots in Woodside, and that it will notify the Lake Oswego Corporation of the lot numbers of such lots and the names and addresses of the owners thereof, all as provided in said recorded agreement.

3. Benefits to Accrue to Owners. All of the agreements, grants and conveyances of Lake Oswego Corporation under the terms of said agreement, which inure to the benefit of the owners of lots to which moorage rights are assigned, as well as to owners of each lot in Woodside, whether or not having moorage rights, shall inure to the benefit of the owners in accordance with the terms of said agreement, and be subject to the terms and conditions thereof.

4. Moorage and Operation of Boats; Canal Restrictions.

(a) The easement lot which Declarant shall hereafter set aside shall forever remain as an "Easement Lot" for use by all property owners in Woodside, to the extent and for the purposes next provided in subsections (b), (c) and (d).

Use of and access across said "Easement Lot" is hereby limited to the property owners of the said property known as Bryant Grove, including all of the lots in Woodside, and their families and guests.

Title to said Easement Lot will be granted, bargained and conveyed to Lake Oswego Corporation, subject to the use of

all the then and future owners of the property in Woodside in accordance with the limitations and restrictions next provided in subsections (b), (c) and (d), and said rights of use are to run with the title to each and all lots in Woodside forever.

(b) The owners of lots in Woodside and their families shall have the same right to operate canoes, rowboats and other non-powered boats on the Tualatin River - Lake Oswego Canal and upon Lake Oswego, as the owners of residential property on Lake Oswego.

(c) The owners of all lots fronting on the Tualatin River - Lake Oswego Canal, and as may be hereinafter platted, not to exceed seven (7) in number, shall each have the right to moor one engine-powered boat on the Canal in front of their respective lots and the owners of lots other than those abutting the Canal and as may be hereinafter designated as entitled to moorage rights pursuant to this agreement, not to exceed fourteen (14) in number, shall each have the right to moor one engine-powered boat in moorage spaces to be provided in the basin on the Easement Lot as hereinabove provided.

(d) The owners and operators of such boats, both engine-powered and otherwise, shall be subject to the same rules and

regulations of Lake Oswego Corporation relating to navigation on Lake Oswego and the Tualatin River - Lake Oswego Canal as are the owners of other boats operating on Lake Oswego, including, but not limited to, regulations relating to licensing, insurance and operation of boats.

ARTICLE XII

GENERAL PROVISIONS

1. Enforcement. The Association, or any owner, or the owner of any recorded mortgage or trust deed upon any part of said property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and to recover damages for violation thereof. Failure by the Association, or by any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.
3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successor periods of ten (10) years. Any of the covenants and restrictions of this Declaration may be amended during the