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AMENDED AND RESTATED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

OF
BRYANT WOODS HOMEOWNERS' ASSOCIATION

THESE AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, made on the date hereinafter set
forth by the owners of not less than sixty percent (60%) of the
lots in those certain subdivisions located in the City of Lake
Oswego, County of Clackamas, State of Oregon, known as BRYANT
WOODS, consisting of BRYANT WOODS [No. 11, BRYANT WOODS NO. 2,
BRYANT WOODS NO. 3, BRYANT WOODS NO. 4, BRYANT WOODS NO. 5 and
BRYANT WOODS NO. 6;

WITNESSETH:

WHEREAS, the original owners of the real property in the
City of Lake Oswego above described known as Bryant Woods Nos. 1
through 6 have filed various Declarations and Amended
Declarations of Covenants, Conditions and Restrictions applying
to said property as follows:

Riverview Homes, Inc. a Washington corporation, dated
January 6, 1972, and recorded January 6,
1972, in Book 72, at Page 401, Deed Records of
Clackamas County, Oregon, identified as Recorder
No. C-710249 (also known as Document 72 401)

RECORDED APRIL 6, 1981
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Riverview Homes, Inc., a Washington corporation,
and Nordin-Schmitz, Inc., an Oregon corporation,
as Declarants, an Amended Declaration, dated
January 16, 1973, recorded January 18, 1973, in
Clackamas County Deed Records, Document No. 73 1740

Riverview Homes, Inc., a Washington corporation,
Declaration dated December 3, 1973, recorded
December 23, 1973, Clackamas County Deed
Records, Document 73 39588

Crabtree Realty, Inc. an Oregon corporation,
Declarant, dated March 29, 1976, recorded
In Clackamas County Deed Records, Document No. 76-9866

Crabtree Realty, Inc., an Oregon corporation,
Declarant, document dated May 11, 1977, recorded
May 20, 1977, Clackamas County Deed Records,
Document No. 77 19214

Amendment to Declaration by Bryant Woods
Homeowners' Association, an Oregon corporation,
dated November 1, 1977, recorded November 7,
1977, Deed Records Clackamas County No. 77 45666

NOW, THEREFORE, these AMENDED AND RESTATED COVENANTS,
CONDITIONS AND RESTRICTIONS shall, effective as of the date appearing
below, supersede all the above-referred to prior recorded Covenants,
Conditions and Restrictions and Amendments thereto. Declarants
hereby declare that all of the properties described as being within
Bryant Woods, consisting of Bryant Woods [No. 1], Bryant Woods
No. 2, Bryant Woods No. 3, Bryant Woods No. 4, Bryant Woods No. 5
and Bryant Woods No. 6, including but not limited to the
following-described property in Clackamas County, Oregon,
City of Lake Oswego, to-wit:

Bryant Woods: Lots 1 and 2, Block 4; Lots 1
through 4, Block 5; Lots 1 through 28, Block 10,
Bryant Woods

Bryant Woods No. 2: Lots 3 through 18, Block 4,
Bryant Woods No. 2;

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Bryant Woods No. 3: Lots 5 through 8, fractional Block 5, Lot 1 fractional Block 6, Lots 3 through 17, Block 19, Bryant Woods No. 3;

Bryant Woods No. 4: Lots 1 and 2, Block 9, Lots 31 and 32, Block 8, Lots 2 through 18, Block 6, Bryant Woods No. 4;

Bryant Woods No. 5: Lots 1 and 2, Block 1, Lots 1 through 5, Block 2, Lots 19 and 20, Block 6, Lots 1 through 3 and 18 through 20, Block 7, Lots 1 through 30, Block 8, Bryant Woods No. 5;

Bryant Woods No. 6: Lots 6 through 18, Block 2, through 17, Block 7 and Lots 1 through 11, Block 3, Bryant Woods No. 6.

The above-mentioned declarants, together with the property owners who have approved these Amended and Restated Declaration of Covenants, Conditions and Restrictions, hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, Cr restrictions, covenants and conditions which are adopted and restated for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right or title to or interest in the above-described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each present and future owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BRYANT WOODS HOMEOWNERS' ASSOCIATION, INC., an Oregon corporation,

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Section 2. "Member." Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association during the period of their ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. When more than one person holds an ownership interest in any Lot, all such persons shall be members; however, only one vote for such Lot shall be cast as the owners thereof among themselves determine (all said members collectively being deemed a "voting member"), but in no event shall more than one vote be cast, with respect to any lot.

Section 3. "Voting Member." A voting member shall mean all of the person or persons holding an ownership interest in any Lot. Where more than one person holds an ownership interest in a Lot, only one for such a shall be case as the Owners thereof among themselves determine. Where an even number of persons have an ownership interest in a Lot and they are evenly split as to how a vote should be cast, then said voting member shall not be entitled to cast any vote on such matter.

Section 4. "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 a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.

Section 5. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as all of the area known as the "Common Area" set forth in the plats of Bryant Woods (No. 1), Bryant Woods No. 2, Bryant Woods No. 3, Bryant Woods No. 4, Bryant Woods No. 5 and Bryant Woods No. 6.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 8. "Declarant shall mean and refer to the original Declarants above set forth, their respective successors and assigns and the current Owners of sixty percent (60%) of the Lots who are adopting these Amended and Restated Declaration of Covenants, Conditions and Restrictions.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property; provided such persons shall comply with all the rules and regulations applicable thereto and shall be subject to the same suspensions of rights as is the Owner.

ARTICLE III

RESTRICTIONS ON USE AND REQUIREMENTS FOR MAINTENANCE

Section 1. No building site on said property shall be used for any purpose other than residential purposes, except that to the extent permitted by the zoning and other regulations of the City of Lake Oswego occupants of any home may, with the written approval of the Board of Directors, give instruction in the arts and such similar activities as the Board of Directors reasonably may deem appropriate to a residential area and consistent with the character of the Bryant Woods development, provided such activities are conducted in accordance with such terms and conditions as may reasonably be imposed by the Board of Directors and further provided that such approval may be revoked if the Board of Directors finds such activity is conducted in a manner which violates such terms and conditions or which violate any other provision of these Declarations.

Section 2. No animals or fowls shall be raised, kept or permitted upon said property or any part thereof, excepting only domestic dogs or cats and excepting caged pets kept within the dwelling house; provided said dogs, cats and pets are not kept, bred or raised for commercial purposes or in unreasonable numbers so as to constitute a nuisance ot the immediate neighbors.

Section 3. No noxious or offensive activity shall be carried on upon said property or upon the public streets or rights of way or Common Areas within or adjacent to property subject to the restrictions enforced by the Association nor shall

anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood, to the immediate neighbors or detract from the value of the neighborhood and subdivision as a high-class residential district.

Section 4. No building, fence, wall or other structure shall be commenced, erected or maintained upon any of the properties, nor shall any exterior addition to or change or alteration therein or exterior painting thereon be made until the plans and specifications showing the nature, kind, shape, type, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with.

Section 5. No building shall be any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions applicable thereto and all other codes and regulations of governmental bodies applicable thereto. The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully

completed. Every building, fence, wall or other structure placed on any part of said property shall be constructed of new materials, unless the use of other than new materials shall have received the written approval of the Board of Directors or the architectural committee. No buildings constructed elsewhere shall be moved to or placed on said property except with the written approval of the Board of Directors or the architectural committee.

Section 6. No trailer, boat, tent, camper, whether mounted or unmounted, unmounted canopies, motorhomes, recreational vehicles or similar equipment nor any structure shall be placed, maintained or constructed on any lot or on any street or Common Area adjacent thereto for any purpose, either temporarily or permanently, except that any of the above items which can be and are stored out of sight from the street on said lots and are not used for living purposes will not be in violation of these restrictions. The temporary use of tents in back yards for recreational purposes shall not be precluded by this restriction.

Section 7. Basic landscaping for each home erected on the premises shall be completed by the property owner within one (1) year of initial occupancy, whether such occupancy is by the Owner, Tenant or other party. "Basic landscaping" shall consist of finished treatment of the ground surrounding any structure which gives it a finished appearance and which in nature, kind, materials and topography is consistent with the quality generally maintained in the neighborhood and throughout the Bryant Woods Subdivision and which is consistent with reasonable rules and regulations from time to time adopted by the Board of Directors.

Section 8. No person shall use any Common Area as a dumping ground for rubbish, trash, garbage, grass clippings, leaves or other waste or other materials, nor shall any person use any Common Area to park or store any personal property, including but not limited to boats, cars, motorhomes, bicycles, etc.

Section 9. Each Lot Owner shall maintain the exterior of the premises and the improvements situated thereon, including but not limited to roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, in a neat and orderly manner and in good order and repair. Premises surrounding buildings after they are landscaped shall be maintained; weeds shall be removed with reasonable frequency, grass shall be cut during growing seasons at least once every two weeks and generally the outside appearances of the homes and the land surrounding them shall be maintained in a manner and to a standard consistent with that generally maintained by the neighboring properties and throughout the subdivision.

Section 10. It shall be the duty of the Owner or occupant of any Lot to maintain in proper condition the area between the property line of the Lot and the nearest curb or improved street, including public sidewalks within said area.

Section 11. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet and which complies with the Lake Oswego sign code, advertising the property for sale or rent, which sign shall be removed immediately upon the sale or rental advertised.

This prohibition shall not apply to political "lawn signs" during election campaigns which are neatly erected and maintained on the Owner's Lot.

ARTICLE IV

ENFORCEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1. Should the Owner or occupant of any Lot be in violation of any of the provisions of these Covenants, Conditions and Restrictions, then, in addition to all other remedies available to the Association at law or in equity or otherwise, the Association shall have the right to proceed as follows:

(a) A written notice setting forth with specificity the nature of the violation shall be mailed or delivered to the Owner or occupant of the property. Delivery of this written notice shall be sufficient if it is sent by regular mail, postage prepaid; hand delivered to an occupant of the property of the age of 14 years or older; or in the event the premises are unoccupied by affixing the written notice to the front door of the home. The Board of Directors, or any officer acting alone, has authority to send or deliver such notice.

(b) In the event the violation is not cured by the Owner or the occupant of the premises within fifteen (15) days of the date the written notice is mailed, delivered, or posted as provided in subsection (a) above, then the Board of Directors, by a majority vote, shall have

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the right to proceed as provided either in Section 2 or in Section 3 or under both said sections.

Section 2. After the procedures set forth in Section 1 above, the Association shall have the right to engage agents, employees or independent contractors to enter upon the parcel and to repair, maintain and restore the lot and/or the exterior of the buildings or any other improvements erected thereon to the condition appropriate to remedy the violation. The cost incurred in such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject. Any special assessment for this purpose may be prepared and filed against the Lot in the same manner as the preparation and filing of annual assessments or charges or special assessments for capital improvements, as herein-after provided, except that the time for filing the special assessment created herein shall be at any time after all or any part of the expense made by the Association to correct the violation has been incurred. More than one such special assessment may be filed to reflect the partial or entire costs incurred, except that assessments shall not duplicate costs. In the event the Association engages legal counsel or incurs legal expenses in connection with proceedings under this Section, it shall be entitled to include the amount of such attorney's fees as part of the special assessment.

Section 3. After the proceedings have been taken in accordance with Section 1, the Association or any Owner shall have the right to enforce, by any proceeding, at law or in equity or otherwise, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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. In the event any action is brought to enforce the provisions of these Declarations or on account of any violation thereof, then the prevailing party shall be entitled to recover as a part of the costs and disbursements incurred in such suit or action, a reasonable attorney's fees as may be fixed by the court at trial and on appeal, and such costs and attorney's fees shall become a part of any assessment or special assessment being foreclosed.

ARTICLE V

COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot within the Properties and each subsequent Owner by acceptance of deed hereby covenants whether or not it shall be so expressed in any such deed, and agrees to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) special assessment imposed under Article IV. The annual and all special assessments, together with interest at ten percent (10*) per annum from the date due on all delinquent assessments, together with all costs and reasonable attorney's fees incurred in enforcement or collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each

such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties, and for all administrative costs and expenses, including attorney's fees incurred in connection therewith or in connection with the operation of the Association.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per lot.

(a) The maximum annual assessment may be increased each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) The maximum annual assessment may be increased above 10 percent over the previous year by a vote of two thirds (2/3) of the voting members who are

voting in person or by proxy at a meeting duly called for such purpose, upon recommendation of the Board of Directors.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the assent of two thirds (2/3) of the vote of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent in the same manner as provided for the giving of notices for meetings, except that the notice of the meeting shall set forth specifically the proposed assessment to be voted upon at the meeting. The quorum requirements shall be the same as those for any meeting of the members of the Association.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in

advance of each annual assessment period. Written notice of the annual 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, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, In the event the Association brings any action at law against the Owner personally obligated to pay any assessment or brings a suit to foreclose the lien against the property, the prevailing party shall be entitled to a reasonable attorney's fees to be fixed by the court at trial and on appeal as part of the costs and disbursements, and such costs, including attorney's fees, shall become a part of any lien being foreclosed.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order

