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I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

*Richard Hobernicht*

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording Return to:

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Westbrook Homeowners Association  
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Beaverton, OR 97005

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**WESTBROOK HOMEOWNERS ASSOCIATION**

**AMENDED AND RESTATED BYLAWS OF WESTBROOK HOMEOWNERS  
ASSOCIATION**

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**AMENDED AND RESTATED BYLAWS  
OF  
WESTBROOK HOMEOWNERS ASSOCIATION**

These Amended and Restated Bylaws of Westbrook Homeowners Association ("Amended and Restated Bylaws") are made this 20<sup>th</sup> day of June, 2012, by Westbrook Homeowners Association, an Oregon nonprofit corporation (the "Association").

**RECITALS**

A. Westbrook is a planned community (the "Planned Community") currently governed by Amended and Restated Covenants, Conditions, and Restrictions for Westbrook Nos. 1-7 ("1989 Amended and Restated Declaration") recorded September 5, 1989 as Document No. 89-41838, Records of Washington County, Oregon.

B. Westbrook Homeowners Association is the association of owners formed to serve as the means through which the owners may take action with regard to administration, management and operation of the planned community and incorporated as an Oregon nonprofit corporation by Articles of Incorporation filed September 11, 1967, in the office of the Oregon Secretary of State, Corporation Division.

C. The property currently subject to the Declaration and the jurisdiction of the Association is described in attached **Exhibit A**.

D. The Planned Community and the Association are currently governed by Bylaws of Westbrook Homeowners Association (the "Bylaws") recorded September 5, 1989 as Document No. 89-41839, Records of Washington County, Oregon, as amended by the following documents recorded in the Records of Washington County, Oregon:

Amendments to the Bylaws of the Westbrook Homeowners Association, recorded May 21, 1979 as Document No. 79019632.

Amendment to the Bylaws of the Westbrook Homeowners Association, recorded February 27, 1995 as Document No. 95012413.

Amendment to the Bylaws of Westbrook Homeowners Association, recorded August 16, 1994 as Document No. 94076172.

E. As of January 1, 2002, Westbrook is a Class I Planned Community and subject to the provisions of the Oregon Planned Community Act (ORS 94.550 to 94.783) as provided in ORS 94.572.

F. Pursuant to Article XV of the Bylaws and ORS 94.625 and 94.647, by a vote conducted by written ballot in April 2012, at least a majority of the owners approved amendments to the Bylaws ("April 2012 Amendments").

G. Under ORS 94.625(10), a board of directors, upon the adoption of a resolution, may cause restated bylaws to be prepared, executed and recorded to codify individual

amendments that have been adopted in accordance with ORS 94.625 without further approval of owners.

H. By resolution adopted May 22, 2012, in accordance with ORS 94.625(10), the Board of Directors voted to cause the Bylaws to be restated to codify the amendments set forth in Recitals D above and the April 2012 Amendment and to cause 2012 Amended and Restated Bylaws to be executed and recorded as provided in ORS 94.625.

**NOW, THEREFORE:**

1. Pursuant to Article XV of the Bylaws and ORS 94.625, with the approval of at least a majority of the owners, the Association hereby further amends the Bylaws in accordance with the April 2012 Amendments described in Recital D above; and

2. Pursuant to ORS 94.625(10), the Board of Directors hereby restates the Bylaws to codify the amendments set forth in Recital D above and the April 2012 Amendments. The Bylaws are hereby amended and restated to read as follows:

ARTICLE I.

Section 1. Name and Location. The name of the corporation is WESTBROOK HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 14255 S.W. 6<sup>th</sup>, Beaverton, Oregon, but meetings of the Members and Directors may be held at such places within the State of Oregon as may be designated by the Board of Directors.

Section 2. Definitions. Unless the context otherwise requires, the terms used in these Bylaws shall have the same meaning as those terms have in the Amended and Restated Covenants, Conditions, and Restrictions for Westbrook Nos. 1-7 adopted of even date herewith.

Section 3. Planned Community Act. The Property within the jurisdiction of the Association shall be held, transferred, sold, conveyed, and occupied subject to the provisions of the Oregon Planned Community Act, ORS 94.550 et seq.

ARTICLES II.  
MEMBERSHIP

Section 1. Membership. 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 purchasers, shall be a Member of the Association, as more fully set forth in the Covenants.

Section 2. Voting Rights. Voting Members shall be all those Owners as defined in Article III of the Covenants. Each Lot is allocated one (1) vote in the affairs of the Association in accordance with Article III, Section 1 of the Declaration.

When a lot is owned by two or more persons jointly, the Lot is still allocated only one (1) vote and the co-owners of the Lot must decide among themselves how the single vote for the Lot will be cast. If the co-owners of the Lot cannot agree on the vote, the vote of the Lot shall be disregarded completely in determining the proportion of votes given with respect to such matter.

Section 3. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the Board of Directors, in its discretion, may suspend the voting rights and right to use of the recreational facilities of such Member (or the Resident of such Member's Lot) until such assessment has been paid.

Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for each violation of any rule or regulation established by the Board of Directors governing the use of the Common Area and facilities.

### ARTICLE III. VOTING DISTRICTS

Section 1. Identification of Voting Districts. Westbrook was developed in phases by the recording of seven (7) subdivision plats under ORS 92.010 et seq. The properties described in those plats are designated as Districts 1 through 7 and are described by legal description in Exhibit A to the Declaration. For the primary purpose of providing for Owner representation on the Board of Directors by the location of an Owner's Lot, the seven (7) districts are organized into five (5) voting districts identified as follows:

<u>VOTING DISTRICT NAME</u>	<u>DISTRICT EXHIBIT A</u>
Mayfair/Colony	District 1 & 2
Normandy/Wembley	District 3 & 5
Barclay	District 4
Rocklynn	District 6
Sherwood	District 7

Section 2. Membership. Each Owner of a Lot within a District shall be a Member of such District for all purposes of these Bylaws. The Association, itself, is a member to the extent it owns a Lot in the District. The membership of any Owner, including the Association, commences, exists and continues by virtue of the ownership of a Lot within Westbrook.

Section 3. Annual Meetings. Each District shall hold at least one meeting of the Owners in the District each calendar year. The annual meeting of the District shall be held before the January annual meeting of the Association. The District president and secretary shall designate the date, place and hour of the meeting. The annual meeting of the District is for the purpose of:

- (1) Electing a president and secretary of the district;
- (2) Electing a Director of the Association from the District to replace the Director of the Association from the District whose term is expiring; and

- (3) Transacting any other business as may properly come before the meeting of the District members.

There shall be no quorum requirement for a District annual meeting. The District president or secretary shall be responsible for submitting names for nomination for Director, president and secretary, and for sending notice for the District annual meeting to all persons entitled to vote at such meeting.

Section 4. Election.

(a) District Director. Each District, on a three-year staggered rotation, shall elect a person to serve as a Director of the Association representing that District at such District's annual meeting. The term of office for such Director shall be three (3) years, beginning March first following the annual District meeting at which such person is elected.

The rotation of Districts for electing a Director to the Association's Board of Directors shall be as follows, beginning March 2012:

<i>Sherwood Place:</i>	<i>2012, 2015, etc.</i>
<i>Wembley/Normandy Place:</i>	<i>2012, 2015, etc.</i>
<i>Barclay Court:</i>	<i>2013, 2016, etc.</i>
<i>Mayfair/Colony Court:</i>	<i>2013, 2016, etc.</i>
<i>Rocklynn Place:</i>	<i>2014, 2017, etc.</i>

(b) District Officers. Annually, at each District's annual meeting, the District shall elect a person to serve as president and a person to serve as a secretary for the District. The District president must be an Owner and a resident of Westbrook. The District secretary must be an Owner, but need not be a resident of Westbrook. The term for president and secretary of each District shall be one (1) year commencing upon the first day of March after the District annual meeting at which such person is elected. Members of a District may elect other officers as they see fit, appoint committees and decide among themselves how to handle resignations and removals of District presidents and secretaries.

Section 5. Duties.

(a) Each person elected by a District to serve as a Director of the Association shall discharge the Director's duties elsewhere set forth in these Bylaws. In the performance of their duties, Directors are governed by ORS 94.640, 65.357, 65.361 and 65.369.

(b) District presidents shall discharge any duties as, from time to time, may be assigned to them by the Association's Board of Directors. Each District secretary shall keep a record of all District meetings and notify the Board of Directors of election results. In the performance of their duties, District presidents and secretaries are governed by ORS 94.640, 65.357, 65.361 and 65.369. No District president or secretary may be compensated in any manner as a District president or secretary, except for out-of-pocket expenses.

**ARTICLE IV.**  
**BOARD OF DIRECTORS**

**Section 1. General.** The affairs of this Association shall be managed and governed by a Board of nine (9) Directors. Directors must be Members of the Association. The composition of the Board of Directors shall be as follows:

- (a) Five (5) District Directors elected as provided in Article III, above; and
- (b) Four (4) Directors elected at large as provided in Article VIII below. The four (4) Directors elected at large shall also be the principal officers of the Association.

**Section 2. Term of Directors.**

- (a) **Duration and Commencement.**
  - (1) **District Directors.** The term of each District Director is three (3) years. The term commences on March 1 following the election at the District annual meeting as provided in Article III, above. A District Director may not serve for more than two (2) consecutive terms.
  - (2) **Directors at Large.** The term of each Director at Large is one (1) year. The term corresponds with the term of office of each Principal Officer elected under Article VIII, below.
- (b) **Continuation of Term.** Despite the expiration of a Director's term, the Director continues to serve until the Director's successor is elected as provided in Article III, above or Article VIII, below, and the term of the Director commences.

**Section 3. Removal.** Any Director may be removed from the Board with or without cause by a majority vote of the Members of the District which elected him or her to the Board. Removal of an officer-Director shall be as provided in Article VIII herein.

**Section 4. Selection of Successor.** In the event of death, resignation, or removal of a Director, his successor shall be selected by Members of that District at a meeting called within 30 days of the vacancy by their District President. The successor shall serve for the unexpired term of his or her predecessor.

**Section 5. District Presidents.** If any District shall fail to elect a Director as provided in Article III above, the elected president of that District may act as the Director for such District with all voting privileges, until a Director is properly elected by such District.

**Section 6. Compensation.** No Director shall receive compensation for any service he may render to the Association in his capacity as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at the meeting of the Directors.

Section 8. Annexation. In the event additional property is annexed to the Association, the record Owners of such property shall be entitled to representation on the Board of Directors in the same manner as the Members of the Association are so entitled at the time of annexation.

#### ARTICLE V. MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided herein and in the Declaration, to fix the amount of the monthly assessment against each Lot at least thirty (30) days before January 1 and July 1, and in the event of any change in the amount of such assessment or the due date thereof, to send written notice to each Homeowner not less than thirty (30) days before the effective date of such change;
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained; and
- (h) cause the exterior of any building on Said Property to be maintained as provided in Article XI of the Bylaws.

**ARTICLE VII.  
COMMITTEES**

Section 1. Board Authority. The Board of the Association shall appoint replacements for the Architectural Committee as provided in Article VII, Section 2, of the Covenants, and a Nominating Committee, as provided in Article VIII, Section 2, of the Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

Section 3. By majority vote the Board may at its discretion remove or replace any committee chairman or any committee member, with the exception of the Chairman of the Budget and Finance Committee.

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by Resolution create.

Section 2. Election of Officers.

(a) Nomination. Nomination for election to an office shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting.

The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The membership of the Nominating Committee shall be approved by the Board of Directors by no later than the Board's September meeting. Once appointed, the Nominating Committee shall serve through the close of the following Association annual meeting.

The Nominating Committee shall make as many nominations for election to an office as it shall in its discretion determine. Only Members of the Association may be nominated. The Nominating Committee shall post the list of nominees in the Clubhouse at least ten (10) days prior to the annual meeting.

(b) Election. Election to an office shall be by secret written ballot of Association Members. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Officers as Directors.

(a) Upon election to any office, that person so elected shall automatically become a member of the Board of Directors.

(b) Directors elected by a District as provided in Article III, Section 4 herein may not also simultaneously hold any office in the Association.

Section 4. Term. The officers of this Association shall be elected at the annual meeting of the Members and each shall hold office from the next following March first for one year or until his successor takes office unless he shall sooner resign, be removed or otherwise disqualified to serve.

**Section 5. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 6. Resignation and Removal.** Any officer may be removed from office with or without cause by majority vote of the Members of the Association. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified herein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7. Vacancies.** In the event of death, resignation or removal of an officer, his successor shall be selected by a majority vote of the Board of Directors and shall serve for the unexpired term of his predecessor.

**Section 8. Multiple Offices.** No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 5 of this Article.

**Section 9. Duties.** The duties of the officers are as follows:

**President**

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, contracts, and promissory notes; and shall have all of the general powers and duties which are usually vested in the chief executive officer of an association, including, but not limited to, the power to appoint committees approved by the Board from among the Owners from time to time as may be appropriate to assist in the conduct of the affairs of the Association.

**Vice President**

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board; and shall chair the Budget-Finance Committee.

**Secretary**

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as are required by the Board. The secretary shall also oversee the maintenance of the individual Homeowner's insurance policies determining that such policies are current and initiate a follow-up on policies that have lapsed.

## Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors. The treasurer shall sign all promissory notes of the Association; keep proper books of account; and cause an annual review of the Association books as required by ORS 94.670 to be made by an independent certified public accountant at the completion of each fiscal year.

In addition, the treasurer shall, within 90 days after the end of the fiscal year, prepare an annual financial statement consisting of a balance sheet and a statement of income and expenditure for the preceding fiscal year to be presented to the membership at its regular annual meeting, and to be delivered to each of the Members. The Treasurer shall also notify the secretary of a change in ownership of any unit so that proper follow-up on insurance can be instigated.

### Section 10. Execution of Documents; Checks.

(a) Documents. All agreements, contracts, deeds, leases and other instruments of the Association, except checks and other evidences of indebtedness, shall be executed by such person or persons as may be required by law or designated by resolution of the Board of Directors. In the absence of a law or resolution applicable to any instrument, then the instruments shall be signed by the President.

(b) Checks, Drafts and Other Evidences of Indebtedness. Unless otherwise provided by resolution of the Board of Directors, all checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by the Treasurer and the President.

## ARTICLE IX.

### MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Association shall be held in January at a date, time and place determined by the Board of Directors. The purpose of the meeting shall be to read Minutes of the previous annual meeting, to receive annual reports from officers and committees, to elect at-large Directors as the officers of the Association, and to consider any other business coming before the Members.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by two (2) or more members of the Board of Directors or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all the votes of the entire membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice at least fifteen (15) days before such meeting to each Member entitled to vote thereat, to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall

specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Covenants, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease when said Member no longer owns an interest in any Lot upon Said Property.

## ARTICLE X. ASSESSMENTS

Section 1. Assessments. Assessments as determined by the Board of Directors pursuant to the Covenants are due and payable in advance on the first day of each month. Payment may be mailed, deposited at the Clubhouse, or paid by automatic transfer or deposit. Owners making any payments for a period more than thirty (30) days in advance should designate the months covered. However, notwithstanding any such designation, payments made to the Association, in the discretion of the Board of Directors, may be applied first to outstanding interest, fines, penalties or late fees with respect to such Owner's Lot, and next to the most delinquent past due assessments.

### Section 2. Delinquency.

(a) Failure to pay any monthly assessment by the 10<sup>th</sup> day of the month when due shall result in a delinquent service charge (late fee) as may be established by resolution of the Board of Directors for each such delinquency.

(b) ~~Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of 10% per annum from the first day of the month when payment was due.~~

(c) Failure to pay any assessment (together with the appropriate fees and interest, if any) will entitle the Association to file a lien against the Lot with respect to which such assessment was due. Fees for preparing, recording and satisfying the lien shall be charged to the Owner of the Lot with respect to which such assessment was due.

(d) In the event the Association refers any past due assessment (including fees, charges and interest, if any) to an attorney for collection, the Lot Owner shall be responsible for the Association's attorneys fees and other collection costs regardless of whether a

lien is filed or a suit is commenced. If suit or action is entered into to collect any sums due under this Article (including without limitation foreclosure of any lien filed pursuant hereto), the Lot Owner shall pay the Association's attorneys fees and costs in connection with suit or action and in any appeal therefrom.

**Section 3. Personal Liability.** All assessments, fees, charges and interest accruing with respect to assessments pursuant to these Bylaws and the Covenants shall be a personal obligation of the Lot Owner as well as a lien against the Lot with respect to which such amounts are due. Lot Owner shall remain personally liable for any deficiency remaining unpaid following foreclosure of the Association's Lien.

**Section 4. Suspension of Membership.** During any period in which an Owner shall be in default in payment of any assessment levied by the Association, including without limitation charges, fees, or interest accruing with respect thereto, the voting rights of such Owner may be suspended by the Board of Directors until such sums have been paid, and, in addition, the right to use the recreational facilities by such Lot Owner or the Lot's occupants may be suspended by the Board of Directors until such sums have been paid.

## ARTICLE XI.

### EXTERIOR MAINTENANCE, COMMON PROPERTIES AND DWELLING UNITS

**Section 1. Association Responsibilities.** From Association funds, the Association shall be responsible for the care and maintenance of Common Area landscaping, including the care of lawns, trees and shrubs which constitute Association property including without limitation the following:

- (a) Care of lawn areas shall include mowing, watering, trimming, weed control and fertilizing;
- (b) Tree and shrub care shall include spraying, trimming, removal and/or replacement, disease control, bark dusting and clean up;
- (c) No Resident shall remove or alter any tree, shrub or other landscaping in a Common Area without prior approval of the Architectural Committee.

**Section 2. Common Improvements.** The Association shall be responsible for the maintenance, repair and replacement of:

- (a) Westbrook streets, driveways and walkways in the Common Area, street and walkway light poles, bulbs and timers and security lighting;
- (b) Common Area fencing and fenceposts, excluding those erected by an Owner for his or her protection. No Owner shall install any fencing, fenceposts, or gates without the prior approval of the Architectural Committee;

(c) Exterior water, storm and utility sewer lines, drains and sprinkler systems to the point of connection to the Dwelling Unit on any Lot, including pipes located under the Dwelling Unit which constitute Common Property;

(d) Water drainage facilities, excluding any such facilities beneath the Dwelling Unit unless damage to the same has been caused by faulty drainage facilities, the maintenance and repair of which is the responsibility of the Association.

Section 3. Dwelling Unit Maintenance. From Association funds, the Association shall be responsible for the maintenance, repair and replacement of those portions of each Dwelling Unit set forth below, except in the case of willful or negligent acts or omissions on the part of the Resident:

(a) All roofs, roof and chimney flashing, gutters, downspouts, fences and fenceposts, gates, vent screens in attics and foundations, concrete front steps and asphalt in carports;

(b) Exterior brick and mortar on the exterior portions of chimneys;

(c) Siding of the Dwelling Unit, and exterior structural beams, posts and lattice work of carports; and

(d) Painting of the exterior surface of each Dwelling Unit, carport, lattice, garage, storage shed, exterior window frames, door frames and doors, courtyard fences, and any other external wood structure that is part of the Dwelling Unit, except patios and decking.

(e) Original balconies attached to two-story dwelling units.

Section 4. Owner's Responsibility for Dwelling Unit.

(a) Each Owner shall be solely responsible for the maintenance, repair and replacement of all portions of the Dwelling Unit with the exception of those specifically enumerated in Section 3 above.

(b) Notwithstanding any other provision in these Bylaws, any maintenance, repair or replacement otherwise the responsibility of the Association that is caused by the willful or negligent acts or omissions of an Owner, his family, tenants or guests, shall be the sole responsibility of such Owner. If such Owner shall fail to pay such costs, such costs shall be added to and become a part of the regular Association assessment with respect to the Lot.

## ARTICLE XII. COMMON AREAS USAGE

Section 1. General. Only Residents of Westbrook may enjoy the rights and easements in and to the Common Areas of Westbrook, including the Clubhouse and swimming pools. Provided, however, that the right to enjoy the Common Areas shall be suspended for any Owner or Resident with respect to whose Lot assessments remain unpaid. Provided further that the Board of Directors may suspend an Owner's or Resident's right to enjoy the Common Areas for

infraction of rules and regulations, in which event the suspension shall be for a period not to exceed thirty (30) days.

**Section 2. Clubhouse.** Only Westbrook Residents may engage the Clubhouse for private gatherings. The Westbrook Resident (and the Owner of the Lot on which such Resident resides) shall be responsible for all charges, fees, costs and damages in connection with such use, and for compliance with the Declaration, Bylaws and Rules and Regulations.

Neither the Association nor any of its affiliated groups (e.g., the Board of Directors, District organizations, committees, etc.) shall pay any use charges with respect to use of the Clubhouse. All uses of the Clubhouse other than Association and affiliated meetings shall be subject to the approval of the Clubhouse Committee. Usage agreements and fee payments shall be made in advance.

**Section 3. Swimming Pools.** All persons using Westbrook swimming pools shall comply with all applicable laws and governmental rules and regulations. In addition, the Association shall adopt such additional rules and regulations as may be reasonable and necessary to protect the health, safety and welfare of persons using the facility and to regulate use of the swimming pools.

**Section 4. Parking.** Visitors and guests of Westbrook Residents who desire to park a trailer, motorcycle, truck, camper, motor home or similar equipment while visiting a Resident shall not park in excess of five (5) nights within any thirty (30) day period unless a written extension is granted in the discretion of the Rules and Regulations Committee. Persons wishing an extension shall submit a written request to the Rules and Regulations Committee.

### ARTICLE XIII. INSURANCE

**Section 1. Insurance Requirement.** The Owner of a Dwelling Unit(s) located in Westbrook shall at all times cause the same to be insured with all risk property insurance covering loss or damage from occurrences including, without limitation, fire, vandalism, and malicious mischief with an extended coverage endorsement for the full replacement value of the Dwelling Unit:

- (a) Purchased through one or more companies having ratings approved by the State of Oregon;
- (b) Naming the Association as an additional insured; and
- (c) Providing the Association with a certificate of insurance or a copy of the declarations page of said insurance showing said insurance to be in effect, and providing the Association at least ten (10) days' written notice before such insurance may be cancelled, terminated or modified.
- (d) Providing waiver of subrogation.

Section 2. It is also necessary for the insurance company to confirm insurance coverage annually when renewed and to provide notice to the Association should coverage be cancelled. The Homeowner is responsible for requesting this service from the insurance company.

Section 3. If any Owner fails to furnish the Association with the required certificate and renewals, the Association is hereby designated the agent of such Owner for obtaining the required insurance and the Association may obtain insurance, assess the cost against the Homeowner, and the assessment shall become a lien and enforceable and collectable in the same manner as all assessments heretofore provided.

Section 4. In the event of a fire, casualty or other damage or destruction the Owner of the affected Dwelling Unit shall rebuild the Dwelling Unit in compliance with the architectural standards established by the then-existing Architectural Committee.

#### ARTICLE XIV. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

#### ARTICLE XV. AMENDMENTS

Section 1. These Bylaws may be amended by Members entitled to cast not less than a majority of the votes present and entitled to be cast at a duly called meeting, or by an instrument signed by a majority of the Directors certifying that the amendment was duly adopted by a vote of majority of the Members voting at a meeting called pursuant to the requirements of the Covenants and these Bylaws.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, this Declaration shall control.

ARTICLES XVI.  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end of the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31<sup>st</sup> of that year.

**WESTBROOK HOMEOWNERS  
ASSOCIATION, an Oregon nonprofit  
corporation**

By: \_\_\_\_\_

Jack Jaspersen, President

By: \_\_\_\_\_

Martha Swain, Secretary

**CERTIFICATION**

The undersigned President and Secretary of Westbrook Homeowners Association, an Oregon nonprofit corporation, hereby certify that:

1. The April 2012 Amendments included in the 2012 Amended and Restated Bylaws of Westbrook Homeowners Association were adopted in accordance with XV of the Bylaws and ORS 94.625.

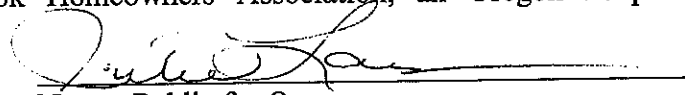
2. 2012 Amended and Restated Bylaws of Westbrook Homeowners Association include all previously adopted amendments in effect as specified in Recital D above and includes no other changes to the amendments, except to correct scrivener's errors or to conform format and style.



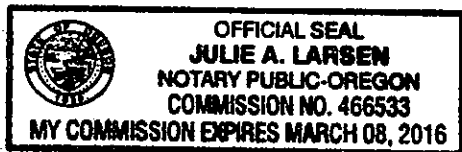
\_\_\_\_\_  
Jack Jasperson, President  
Westbrook Homeowners Association, an Oregon  
nonprofit corporation

STATE OF OREGON            )  
  ) ss.  
County of Washington        )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2012, by Jack Jasperson, President of Westbrook Homeowners Association, an Oregon nonprofit corporation, on its behalf.



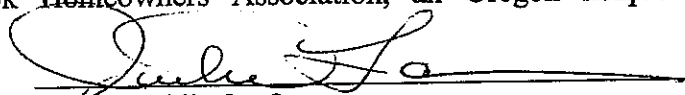
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: March 8, 2016



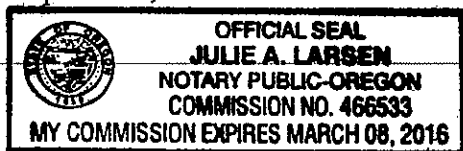
\_\_\_\_\_  
Martha Swain, Secretary  
Westbrook Homeowners Association, an Oregon  
nonprofit corporation

STATE OF OREGON            )  
  ) ss.  
County of Washington        )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June, 2012, by Martha Swain, Secretary of Westbrook Homeowners Association, an Oregon nonprofit corporation, on its behalf.



\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: March 8, 2016



**EXHIBIT A**

**WESTBROOK** recorded October 4, 1967, in Book 25, Page 42, Plat Records of Washington County, Oregon.

**WESTBROOK NO. 2** recorded November 8, 1967, in Book 25, Page 46, Plat Records of Washington County, Oregon.

**WESTBROOK NO. 3** recorded December 13, 1967, in Book 26, Page 4, Plat Records of Washington County, Oregon.

**WESTBROOK NO. 4** recorded April 17, 1968, in Book 26, Page 18, Plat Records of Washington County, Oregon.

**WESTBROOK NO. 5** recorded September 11, 1968, in Book 26, Page 36, Plat Records of Washington County, Oregon.

**WESTBROOK NO. 6** recorded December 24, 1968, in Book 27, Page 5, Plat Records of Washington County, Oregon.

**WESTBROOK NO. 7** recorded April 28, 1971, in Book 29, Page 22, Plat Records of Washington County, Oregon.