

WHEN RECORDED, RETURN TO:

Kyle Grant
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GRANTOR: Westbrook Homeowners
Association

GRANTEE: Public

Washington County, Oregon **2019-078270**
D-R/BAM
Stn=7 C LOUCKS **10/31/2019 01:57:51 PM**
\$20.00 \$5.00 \$11.00 \$5.00 \$60.00 **\$101.00**

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, Director of
Assessment and Taxation, Ex-Officio

**2019 AMENDMENT
TO
AMENDED AND RESTATED COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR WESTBROOK NOS. 1-7**

This 2019 Amendment to Amended and Restated Covenants, Conditions, and Restrictions for Westbrook Nos. 1-7 is made by the Westbrook Homeowners Association, an Oregon nonprofit corporation (the "**Association**").

RECITALS

- A. Westbrook (the "**Planned Community**") is a Planned Community, located in Washington County, Oregon. The Planned Community was created and is governed by the following documents, in the records of Washington County, Oregon:
1. *Amended and Restated Covenants, Conditions, and Restrictions for Westbrook Nos. 1-7*, recorded on September 5, 1989 as document no. 89-41838 ("**Declaration**").
 2. *Amended and Restated Bylaws of Westbrook Homeowners Association*, recorded on July 6, 2012 as document no. 2012-054990 in the records of Washington County, Oregon ("**Bylaws**").
 3. Plat of *Westbrook*, recorded on October 4, 1967 in Reel 25, Page 42, including all supplemental plats of Westbrook phases 2-7.
- B. The Association is the Westbrook Homeowners Association, an Oregon nonprofit corporation, formed pursuant to the Declaration, Bylaws and Articles of Incorporation filed September 11, 1967, in the office of the Oregon Secretary of State, Corporation Division.

- C. Under ORS 94.590 and Article XI, Section 3 of the Declaration, the Association and the owners may adopt amendments to the Declaration.
- D. The owners and the Association wish to amend provisions of the Declaration as provided below.

AMENDMENT

NOW, THEREFORE, pursuant to Article XI, Section 3 of the Declaration and ORS 94.590, the Association hereby amends the Declaration in the manner set forth below:

- I. Article V, Section 3(a), (b) and (c) of the Declaration is deleted in its entirety and replaced with the following language:**

Section 3. Basis and Maximum Annual Assessments.

(a) The maximum regular annual assessment from and after the execution of these Covenants shall be such sum as may be provided for in the Bylaws, provided, however, it will not be in excess of the amount the Association is required to spend in order to fulfill the Association's maintenance, repair and replacement obligations as provided in Article XI of the Bylaws and other administrative duties as provided in Article VI of the Bylaws.

(b) Any expenditures for capital improvements, additions or other items that fall outside of the Association's required maintenance, repair and replacement obligations must be approved by the owners as provided in Section 4 below.

(c) The maximum monthly assessment may be increased, by vote of the Board of Directors in accordance with the budget approval process in Article X, Section 1 of the Bylaws, provided that any such increase shall be subject to objection by a majority of all Members entitled to vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The process for objection and re-adoption is set forth in Article X, Section 1 of the Bylaws.

...

Section 4. Special Assessment 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 or reconstruction, unexpected repair or replacement of an improvement on the Common Areas or on any property that the Association is required to maintain under this Declaration, including the necessary fixtures and personal property related thereto, provided that, except for required repairs or replacements, any such assessment for

structural alterations, capital additions or capital improvements reflecting an expenditure of in excess of \$2,500 shall require the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the first meeting of Members or of proxies entitled to cast ten percent (10%) of all the votes shall constitute a quorum.

II. Except as otherwise indicated, all other provisions of the Declaration remain unchanged.

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

By: James R. Currier
James Currier, President

By: Judith L. Fallon
Judith Fallon, Secretary

CERTIFICATION

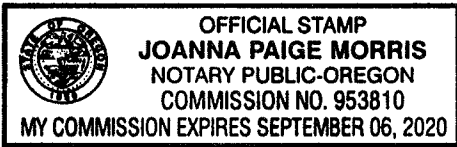
The undersigned President and Secretary of the Westbrook Homeowners Association hereby certify that the within 2019 Amendment to Amended and Restated Covenants, Conditions, and Restrictions for Westbrook Nos. 1-7 has been approved in accordance with Article XI, Section 3 of the Declaration and the provisions of ORS 94.590.

James R. Currier
James Currier, President

Judith L. Fallon
Judith Fallon, Secretary

STATE OF OREGON)
County of Washington) ss

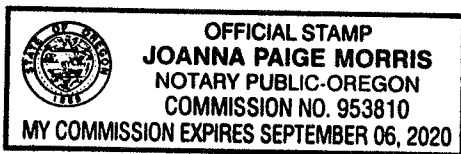
The foregoing instrument was acknowledged before me on the 31st day of October, 2019 by James Currier, President of the Westbrook Homeowners Association, on its behalf.



Joanna Morris
Notary Public for Oregon
My Commission Expires: 9/6/20

STATE OF OREGON)
County of Washington) ss

The foregoing instrument was acknowledged before me on the 31st day of October, 2019 by Judith Fallon, Secretary of the Westbrook Homeowners Association, on its behalf.



Joanna Morris
Notary Public for Oregon
My Commission Expires: 9/6/20