

**WHEN RECORDED, RETURN TO:**

Kyle Grant  
Williams Kastner  
1515 SW Fifth Avenue, Suite 600  
Portland, Oregon 97201

**GRANTOR:** Westbrook Homeowners  
Association

**GRANTEE:** Public

Washington County, Oregon **2022-025041**  
**D-R/BAM**  
Stn=6 M FERNANDES **04/12/2022 03:03:56 PM**  
\$35.00 \$5.00 \$11.00 \$5.00 \$60.00 **\$116.00**

I, Joe Nelson, 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.

Joe Nelson, Director of Assessment and  
Taxation, Ex-Officio County Clerk

**2022 AMENDMENT TO AMENDED AND  
RESTATED COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR WESTBROOK NOS. 1-7**

This 2022 Amendment to Declaration 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, including all amendments and supplements thereto ("**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, including all amendments and supplements thereto ("**Bylaws**").
  3. Plat of *Westbrook*, recorded on October 4, 1967 in Book 25, Page 42.
- 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 XV 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 XV of the Declaration and ORS 94.590, the Association hereby amends the Declaration in the manner set forth below:

**I. Article V, Section 11 is added to the Declaration containing the following language:**

**Section 11. Working Capital Assessment.**

- (a) **Obligation to Pay Working Capital Assessments.** At the time of closing of the sale of each Lot, the purchaser shall make a contribution to the working capital of the Association equal to three (3) times the amount of the current regular periodic assessment dues. Payment shall be made at the time of closing of each sale. The working capital assessment shall be in addition to the regular assessments and shall not be considered an advance payment of regular assessments. Working capital assessments are not refundable to the Owner upon sale and does not substitute for the Owner's obligation to pay regular assessments beginning with the first month of ownership.
- (b) **Use of Working Capital Fund.** Working capital assessments shall be deposited into the Association's reserve account. Owners are responsible for the disclosure of the working capital assessment, along with all other assessments, to purchasers. The Association shall not be responsible for such disclosures to purchasers.
- (c) **Exempt Transfers.** The working capital assessment under Subsection (a) above does not apply to the following exempt transfers:
  - (i) Vendor assignments and transfers of a seller's interest under a land sale contract;
  - (ii) Fulfillment deeds;
  - (iii) Any transfer made solely for securing payment obligations;
  - (iv) Transfers to an entity in which the transferring party is the sole owner of the entity;
  - (v) Transfers by gift, devise, or inheritance;
  - (vi) Transfers between spouses; or
  - (vii) Transfers made to a living trust for estate planning purposes of the Owner.

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**II. Article VIII, Section 12 is added to the Declaration containing the following language:**

**Section 12. Leasing and Rental of Lots.** The following restrictions apply to the renting and leasing of lots within the Westbrook Homeowners Association.

1. **Definitions.** As used in this Section 12:

- (a) “**Grandfather Exception**” means the right of an Owner to rent or lease a Lot under Subsection 4 below.
- (b) “**Hardship Exception**” means the right of an Owner to rent or lease a Lot under Subsection 6 below.
- (c) “**Mortgagee Exception**” means the right of an Owner to rent or lease a Lot under Subsection 5 below.
- (d) “**Renting or Leasing a Lot**” or “**To Rent or Lease a Lot**” means to grant a right to use or occupy a Lot for a specific term or indefinite term, regardless of whether the rental or lease is in exchange for the payment of rent. “Renting or Leasing a Lot” or “To Rent or Lease a Lot” does not mean:
  - (i) Joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or
  - (ii) An agreement between the Owner and a roommate under which the Owner and another person or persons share joint use of the Lot.
- (e) “**Tenant**” means a person who is granted the right to use or occupy a Lot as described in Subsection 1(d) above.

2. **Limit on the Percentage of Lots that May Be Rented or Leased; Board Approval.**

- (a) **Rental-Lease Limit.**
  - (i) An Owner may not rent or lease a Lot if the rental or lease results in more than fifteen percent (15%) of the total Lots in Westbrook (the “**Rental-Lease Limit**”). The rental or lease of a Lot under the Grandfather Exception or Mortgagee Exception counts as a rental or lease for the purpose of calculating the Rental-Lease Limit.
  - (ii) Except for Lots subject to a Mortgagee Exception or a Grandfather Exception for more than one Lot, an Owner is not eligible to rent more than one (1) Lot until the pending applications of:
    - (A) All Owners who are not currently renting or leasing a Lot are approved; and

- (B) All Owners who are currently renting or leasing fewer Lots than the applicant are approved.
  - (b) **Board Approval.** Except for Owners subject to a Grandfather Exception or Mortgagee Exception, a Lot may not be rented or leased without approval by the Board of Directors of an application of the Owner in accordance with the rules adopted by the Board. The Board shall establish procedures for a waiting list by resolution. If a rental or lease that has been approved is terminated, the Owner shall have one hundred eighty (180) days to renew the approval. The Board shall adopt rules by resolution establishing the requirements for renewing an approval. An Owner applying to rent or lease a unit or to be placed and remain on the waiting list must be in compliance with the Declaration, Bylaws, and any rules and regulations of the Association.
3. **Additional Restrictions.** Except for Owners subject to a Grandfather Exception or Mortgagee Exception:
- (a) An Owner may not rent or lease less than the entire Lot.
  - (b) A Lot may not be rented, leased or otherwise used for transient or hotel purposes.
  - (c) A Lot may not be rented or leased for a period of less than thirty (30) consecutive days.
  - (d) All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of the Declaration, Bylaws or the rules and regulations, the Board may require the Lot Owner to terminate such lease or rental agreement.
4. **Grandfather Exception.**
- (a) An Owner who is renting or leasing a Lot as of the date of recording of this amendment may continue to rent or lease the Lot to the existing tenant or subsequent tenants without applying to the Board for approval to rent or lease the Lot. The right of an Owner to rent or lease a Lot under this Subsection is referred to as a “**Grandfather Exception.**”
  - (b) An Owner renting or leasing a Lot under a Grandfather Exception may not rent or lease less than the entire Lot or rent or lease the Lot for transient or hotel purposes.
  - (c) The right of an Owner to rent or lease a Lot under a Grandfather Exception terminates once the Owner no longer has an interest in the Lot or the Lot is occupied by the Owner and the Owner fails to enter a new rental or lease with a tenant within

ninety (90) days of the end of the previous tenancy. The successor in interest to a Lot with a Grandfather Exception is subject to this Section 12 and must apply to the Board to rent or lease the Lot.

5. **Mortgage Exception.** Subsections 2 and 3(c) above do not apply to a first mortgagee who acquires a Lot by foreclosure or deed in lieu of foreclosure. A successor to the first mortgagee is subject to the restrictions of this Subsection 12. The right to rent or lease a Lot under this Subsection is referred to a “**Mortgage Exception.**”

6. **Hardship Exception.**

(a) **Board Discretion to Approve Hardship Exception.**

(i) Subject to Subsection 6(a)(ii) below, if an application to rent or lease a Lot is denied, to avoid undue hardships or practical difficulties such as the Owner’s death, job relocation, disability or other similar circumstances, the Board of Directors has discretion to approve a hardship application of an Owner or authorized representation of an Owner to temporarily rent or lease the Owner’s Lot. The Board is limited to approving an additional five percent (5%) of the Lots in excess of the Rental-Lease Limit to be rented or leased.

(ii) The Board of Directors may not approve a hardship application to rent or lease a Lot under this Subsection if the rental or lease:

(A) Is for a period of more than one (1) year;

(B) Results in an Owner renting or leasing less than the entire Lot; or

(C) Results in an Owner renting or leasing a Lot for hotel or transient purposes.

(b) **Hardship Application.** An application for a Hardship Exception must be on a form prescribed by resolution of the Board of Directors. The Board shall review applications for Hardship Exception according to time periods established by the Board.

(c) **Extension of Hardship Exception.** At the termination of any Hardship Exception, the Owner or authorized applicant of the Owner may submit an application for extension of the Hardship Exception for additional one-year periods.

7. **Rules and Enforcement.**

(a) **Adoption of Rules.** Pursuant to the Declaration and Bylaws, as well as ORS 94.630(1)(a), the Board of Directors shall adopt by resolution rules establishing the application and approval process, a waiting list, and such other rules as it deems necessary to implement this article.

- (b) **Enforcement.** The Board shall have the authority to enforce the provisions of this Amendment, the Declaration and Bylaws, and any rules and regulations adopted by the Board relating to the renting and leasing of Lots. Remedies include, but are not limited to, assessing fines against violating Owners, bringing an action to terminate the rental or lease agreement, and requiring the Owner to remove the tenant.
  - (c) **Attorney Fees.** All costs, including reasonable attorney fees, incurred in taking any enforcement action under Subsection 7(b) above shall be assessed against the Owner and collected in accordance with the Declaration and Bylaws, ORS 94.630(1)(n) and ORS 94.719.
8. **ORS Chapter 90 Not Applicable.** Nothing in this article may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under ORS Chapter 90 or subject the Association to any requirements of ORS Chapter 90.
- III. **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: Charlene Chan  
Charlene Chan, Secretary

CERTIFICATION

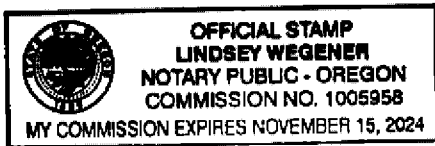
The undersigned President and Secretary of the Westbrook Homeowners Association hereby certify that the within 2022 Amendment to Declaration has been approved in accordance with Article XV of the Declaration and the provisions of ORS 94.590.

James R. Currier  
James Currier, President

Charlene Chan  
Charlene Chan, Secretary

STATE OF OREGON )  
 ) ss  
County of Washington )

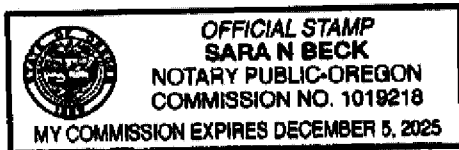
The foregoing instrument was acknowledged before me on the 5<sup>th</sup> day of April, 2022 by James Currier, President of the Westbrook Homeowners Association, on its behalf.



Lindsey Wegener  
Notary Public for Oregon  
My Commission Expires: November 15 2024

STATE OF OREGON )  
 ) ss  
County of Washington )

The foregoing instrument was acknowledged before me on the 7<sup>th</sup> day of April, 2022 by Charlene Chan, Secretary of the Westbrook Homeowners Association, on its behalf.



Sara N Beck  
Notary Public for Oregon  
My Commission Expires: 12/05/2025