

Rules and Regulations

Introduction

Westbrook Homeowners Association’s Covenants, Conditions and Restrictions (CCR) and Bylaws are designed to provide an attractive neighborhood in which the residents of the 253 homes have individual rights as well as the enjoyment and advantage of group living. In order to maintain the livability for all, it is necessary that some rules and regulations be set forth.

Residents are granted all the Association privileges and responsibilities in accordance with the Bylaws and CCR.

If you believe an infraction has occurred, take the following steps:

1. Contact the resident or if necessary the owner to see if the situation can be resolved.
2. Then if not resolved, contact the District president who will work with the Governing Documents Committee representative and the affected resident(s) to address the issue.

These Rules and Regulations derive their authority from the Oregon Revised Statutes (ORS) 94.550 to 94.780 and ORS 476.030, Westbrook CCR, Westbrook Bylaws, Washington County, Tualatin Valley Fire & Rescue (TVFR) and City of Beaverton ordinances.

Any lessor must provide to any renter or lessee the Westbrook website address, <https://www.westbrookhoabeaverton.org/documents-and-forms>, which includes these *Rules and Regulations* and other Westbrook controlling documents.

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Air Conditioners and Heat Pumps

Requests to install an air conditioner or heat pump on either a private or common area shall be submitted in writing to the Architectural Committee for written approval of the placement location. Maintenance of all heating and cooling appliances is the responsibility of the owner.

Antennas and Dish Antennas

Any owner wishing to place a dish antenna or conventional TV antenna on their property must comply with the following requirements:

1. The dish antenna may not exceed 39 inches in diameter. Owners are encouraged to use as small a one as possible for aesthetic purposes.
2. The dish or TV antenna shall be securely placed in a location used exclusively by the owner. For example, in the attic, inside the patio on a support post, fence post or on a dish stand.
3. If a support post is used its top shall be less than twelve (12) feet from the ground.
4. No dish or TV antenna shall be installed in any common area, on the roof or on exterior walls.
5. Owner is responsible for repairing any damage to the property for which the Association is responsible to maintain.
6. When a dish or TV antenna is attached to any structure including a support post, the owner is responsible for its repair, maintenance or replacement as well as restoration costs of the installation site upon its removal.

[As allowed by Federal Communications Commission (FCC) adopted rules effective October 1996 for Over-the-Air-Reception Devices (“OTARD” rules) 47 C.F.R. Section 1.4000] [<https://www.fcc.gov/guides/over-air-reception-devices-rule>]

Clubhouse Use

The rules for using the clubhouse are a separate document. They can be found on Westbrook’s website home page under *Association Documents / Clubhouse Usage Rules*:
<https://www.westbrookhoabeaverton.org/documents-and-forms>

Common Areas

Common areas shall be defined as areas outside each unit's exterior walls, patio, carport, driveway or assigned parking area(s). Common areas are, for example, the clubhouse, swimming pools, streets, walks, alleys/cul-de-sacs, and fenced or open areas with plantings, barkdust and grass.

Walks of all widths as well as private and public streets shall be for the use of our residents on an equal basis. It shall be the responsibility of each resident to allow pedestrians and vehicles maximum access to and from walks, alleys/cul-de-sacs, streets and driveways. Parking in and around common areas is defined in the Parking section of these Rules and Regulations.

For safety and convenience common-area streets and walks shall be kept free of recreational or personal articles. With the exception of wheelchairs and mobility aids, no bicycles, scooters, miniature cars, or skateboards shall be ridden or left on common areas or walks.

Westbrook common areas are private property and respect for residents next to and in close proximity to these areas shall be observed. Neither smoking, vaping, nor fireworks are allowed on common areas.

Residents must accompany guests of all ages within open and fenced grass areas as well as the swimming pools.

Dogs' behavior within common areas shall be controlled, including their barking. Animal waste shall be picked up and disposed of in a waste roll cart. Pets are not allowed in the fenced garden area. (Also see the Pets section.)

[Expansion of Bylaws - Article XII - Common Areas Usage]

Electric Passenger Vehicle Charging Station

An owner may request to install an electric passenger vehicle charging station within a unit's assigned off-street parking area(s). The request shall be submitted in writing to the Architectural Committee for written approval. Approval of installation shall be conditioned on the owner signing a Maintenance Responsibility Agreement (MRA) which shall be provided by the Architectural Committee and subsequently filed with Washington County at the owner's expense. Proof of filing and recording of the MRA shall be forwarded to the Architectural Committee.

Installation by a licensed and bonded contractor shall comply with City of Beaverton electrical codes including permits. If installation is approved, the owner is responsible for costs to maintain, repair, replace or restore site if station is removed.

[Expansion of Oregon Administrative Rules (OAR) 918-311-0065]

Fences

The Association is responsible for fence repair and replacement which is done according to a scheduled cycle. New fences will not be stained by the Association.

Garages and Enclosed or Modified Carports

When is a garage not a garage? When it is a carport that has been either enclosed or modified. First indication: it has a flat roof. Second indication: it may have an asphalt floor. Owners, buyers and sellers are all encouraged to review the information, including affected addresses, on the website under *Association Documents / Rules and Regulations / Enclosed or Modified Carport Resolution & Policy*.

There are about three dozen units in Westbrook that have had the carport enclosed and a garage door added that have different HOA and owner responsibilities from a traditional garage or carport. In addition, there are about a half dozen units that have had the carport or carport roof modified that have different HOA and owner responsibilities from a traditional carport.

Sellers need to be sure not to sell a potential buyer a “garage” that is not a garage because of the different owner responsibilities.

Realtors often improperly include erroneous information in their advertisements, publications, and discussions as it relates to a unit having a garage. For example, if the listing states it has an “attached garage”, it should be noted within the listing information, where free-form information can be entered that, “the HOA considers the unit to have an enclosed carport, with specific maintenance responsibilities that are different from a traditional garage”.

Therefore, when a home is being sold, it is the owner's or their estate's responsibility to ensure that accurate information is disclosed to prospective buyers about the maintenance items for which Westbrook HOA is responsible and those for which they are not responsible.

If a realtor or seller does advertise incorrect information and does not change such information to the correct information within one week of notice to the owner or the owner's estate, the HOA will assess a \$200 fine to the owner or their estate.

If the incorrect information continues for more than two weeks from the initial notice, the HOA will then fine the owner or owner's estate an additional \$500, for a total fine of \$700. No fine will be assessed without notice and an opportunity to be heard will be provided to the owner, or their estate.

House Address Numbers

Homeowners must have their house address numbers in places that are visible and easily readable from the alley behind their unit or back of the house. These address numbers can be placed on the house, garage, enclosed carport, carport support posts or fence. This rule is based on the fact that Tualatin Fire and Rescue strongly recommends that house/unit address numbers be placed in the alleyways in Westbrook; and the fact that these numbers are also beneficial for contractors, deliveries, and Westbrook maintenance volunteers.

Insurance Requirement

Insurance Requirement: The Owner of a Dwelling Unit(s) located in Westbrook Homeowners Association (the “Association”) must at all times insure their unit(s) with Special Form Coverage with Full Replacement Value of the Dwelling Unit. It is also recommended that Extended Replacement Cost coverage be added to owner’s policy.

The Association is a Planned Unit Development (PUD); it is NOT a Condo Association. The Association does not insure any dwelling units. A Condominium policy will not be accepted as proper insurance coverage. In Westbrook, each unit is fully owned by each owner (for example, the roof, the exterior and interior walls, and the land underneath.) Each dwelling unit has its own lot number. This is very important for the owner’s insurance agent to understand.

At purchase of a unit the owner must provide proof of insurance to the Association.

Resident Owners, a Homeowners policy is required, per Insurance Requirement above.

Non-Resident Owners approved to rent their unit, a Landlord’s Policy or Dwelling Fire Policy is required rather than a Homeowners Policy, per Insurance Requirement above. Non-Resident Owners must be in compliance with CC&R’s Article VIII, Section 12, Leasing and Rental of Lots.

Additional Insured or Additional Interested Party must be added to owner’s policy naming: Westbrook Homeowners Association, 14255 SW 6th St., Beaverton, OR 97005.

At purchase or change of ownership, and annually, at each policy renewal: Owner must provide the Association with a certificate of insurance or a copy of the declarations page either mailed or emailed to westbrookinsurance@gmail.com. Owner is responsible for requesting that their insurance agent set up a notification to be automatically sent each year at policy renewal time.

When the unit is sold insurance coverage must remain in effect until closing date of the sale.

The Association must be provided with at least ten (10) days’ written notice before owner’s insurance may be canceled, terminated, or modified.

Failure to provide the Association with an initial certificate and/or an annual renewal certificate of insurance in a timely manner is a violation of the Rules & Regulations. This will result in a fine being assessed to the owner. The fine increases each month it is overdue: \$100.00 for the first month, \$250.00 for the second month, and \$500.00 for the third month.

[Expansion of Bylaws – Article XIII - Insurance]

Identification Information Requirements

To ensure an appropriate and adequate response in an emergency or disaster, the Association needs to know the number of occupants of each unit, their names, and contact information, as well as emergency contact information of someone who does not reside in the unit. This information will help coordinate rescue efforts and ensure everyone's safety.

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Identification Information Requirements – Continued

The following information is requested.

- Name(s) of occupants and their contact information (phone and email address); children under age 18 will be designated only by their age. Example: children 5 & 12.
Identification of the occupants' relationship with the owner, family member, renter, anyone who occupies a unit that is not listed on the property's deed as an owner, or other.
- Emergency Contact person(s) may be a different person.
- Key access information.

The collected information will be maintained in the Association's Resident Center database with access to the collected information limited to Board Members, District Presidents, Member Directory Update Chair, Manager of the Resident Center database, and any other person(s) designated by the Board of Directors. Information collected is confidential.

The Emergency Information form found on the website's *Members Only* area may be used to provide the required information. <https://www.westbrookhoabeaverton.org>

Landscaping

No owner shall add, remove, or otherwise alter any plant, tree, or other landscaping or improvements in any common-area grass or landscaped area without written approval from the Landscaping Committee and Architectural Committee.

Common-area grass and landscaped areas under sprinkler control are watered on schedules set by the landscaping maintenance company's personnel. Residents are not allowed to turn on or alter the sprinkler systems. Residents shall be responsible for watering their patio plants and are encouraged to water any landscaped areas not reached by the common-area sprinkler system. Residents are encouraged to practice water conservation.

Residents shall refrain from interfering with vendors' staff doing landscape work for Westbrook. Any issues about landscaping should be addressed with the district landscape representative.

The State of Oregon's *Human Services Department Drinking Water Program* requires the City of Beaverton to operate its drinking water system free of actual or potential sanitary hazards, including cross connections. The Association is responsible to comply with the city's water system requirements. The health and safety of the portion of the City's water system used by the Association depends on oversight by the Landscaping, Maintenance and Architectural Committees to prevent accidental points of cross connections of drinking (potable) and irrigation (non-potable) water. Cross connections could affect a single unit, an entire building, or the community.

(Landscaping - Continued on next page)

Landscaping – Continued

This Association oversight also includes getting plumbing permits and having an annual certified test, as required by code, of its inventory of backflow prevention devices that are within the Association's common areas.

Owners are responsible to comply with the same city water system requirements in regard to their unit including the patio areas. Therefore, an owner shall submit a written request to the Landscaping Committee for written approval to connect to or alter any existing water supply with the use of hard PVC pipe, connectors, or sprinkler heads, drip or otherwise. All such installations, alterations, repairs or replacements shall comply with city plumbing codes including freeze protection. The Landscaping Committee will consult with the Architectural and Maintenance Committees.

Existing outdoor faucets and hose bibbs may be used for flexible garden hoses or flexible soaker hoses with or without a timer. Our community was built in the late 1960s and since then the plumbing code was revised in the 1990s. It now requires an anti-siphon/hose bib vacuum breaker device be installed between an original outdoor faucet and any connected flexible hose. The Association strongly recommends owners upgrade their outdoor faucets with these small devices to be compliant with code.

[Expansion of CCR - Article VIII, Section 8]

See Westbrook website - westbrookhoabeaverton.org/member-resources for names and phone numbers of volunteer committee members. To access the *Members Only* section of website pages, please contact your District President to obtain the current password.

Maintenance

Owners are responsible for all interior maintenance of their unit and any exterior maintenance not specifically covered by the Bylaws.

Owners are responsible for any exterior alterations or additions to a unit that are not similar to original design or materials, or to materials as approved by Architectural Committee. Approval of any exterior alterations or additions submitted to the Architectural Committee shall be conditioned on the owner signing a Maintenance Responsibility Agreement (MRA) form which shall be provided by the Architectural Committee. Owners will be responsible for all fees relating to processing and recording of the form with Washington County on owner's property deed. Submission of form shall be done within 90 days of the completed work or as determined in writing by the Architectural Committee. The chair of the Architectural Committee will be responsible for following up on the MRA.

The replacement of a unit's windows and doors requires that a licensed and bonded contractor's written proposal be submitted to the Architectural Committee for written approval. The replacement cost of these items and the restoration of exterior doors and windowsills, and any affected siding shall be at the owner's expense.

(Maintenance - Continued on next page)

Maintenance - Continued

Residents shall refrain from interfering with vendors' staff doing work for Westbrook committees. Any issues about a project should be addressed with the project lead person.

[Expansion of CCR - Article VII]

See Bylaws, page 17, Article XI: *Exterior maintenance, common properties and dwelling units*, for what the Association is responsible for. See Westbrook website - westbrookhoabeaverton.org/member-resources for the list of Exterior Maintenance for what is and is not covered.

Parking

Due to the close proximity of our dwellings, with narrow, mostly private streets and limited sidewalks any minor parking infractions impact the overall usability and visual appeal of the community.

Parking in Westbrook shall be confined to a passenger vehicle, which shall not exceed 84" (7 ft.) in height, not exceed 228" (19 ft.) in length, nor exceed 7,200 GVW (3/4 ton) in weight.

Each Westbrook unit shall have at least two assigned parking spaces within the unit's driveway and carport/garage or as assigned. No street parking of residents' vehicles is permitted, except as assigned by Association, or except on a temporary basis, not to exceed five days and/or nights within a 30-day period. There shall be no parking in shared driveways, alleys, or cul-de-sacs beyond each unit's assigned parking spaces.

Curbs painted yellow are designated no-parking areas, in compliance with Oregon Fire Code, ORS 476.030, as administrated by Tualatin Valley Fire & Rescue.

Street and visitor parking areas shall be kept clear for visitors, emergency vehicles, public transportation, service and delivery vehicles, and pedestrians. Residents shall park only in their assigned parking spaces, not on the private streets or in the visitor parking areas. At no time shall parking be on lawns, sidewalks, walkways, in front of yellow-painted curb areas, or in posted "no parking" areas. Due to maneuverability limitations, parking shall not impede other residents' access to and from driveways, alleys/cul-de-sacs, garages, carports, enclosed carports, walkways or common areas.

Except in garages, or enclosed carports, residents' property shall not be used to store or park unused vehicles, ones in obvious states of disrepair, or vehicles with advertising visible from the street. An unused vehicle is one that has not been driven within a 30-day period.

There are no accommodations in Westbrook for resident parking in excess of two passenger vehicles per unit. Parking or storage of boats, motor homes, trailers, or any other recreational vehicles is not allowed. Motorcycles, motor scooters, bicycles, tricycles, miniature cars, skateboards, trailers, recreational or personal equipment, etc., shall be kept within a garage, enclosed carport, within a

(Parking - Continued on next page.)

Parking - Continued

carport storage unit, or behind fences in the patio area. There shall be no such storage in a carport vehicle area (outside of the storage unit), nor on porches, balconies, walks or lawns.

Garage, enclosed carport, storage, and furnace shed doors are to be kept closed.

Visitors and guests of Westbrook residents are allowed to park a passenger vehicle, trailer, motorcycle, truck, camper, motor home or similar vehicle or equipment for five days and/or nights within a 30-day period.

Requests for deviation from any parking restrictions shall be submitted in writing to the Governing Documents Committee for pre-approval. See the Westbrook website for names and phone numbers of volunteer committee members at: <https://www.westbrookhoabeaverton.org/member-resources>. Please contact your District President to obtain the current password.

[Expansion of Bylaws - Article XII, Section 4, as allowed by ORS 94.630]

Public streets, 6th Street and 141st Avenue, are under City of Beaverton jurisdiction and governance. (www.beavertonoregon.gov/index.aspx)

Patios

Each resident is responsible for maintaining their own fenced yard and patio area in a neat, well-kept condition so as not to infringe on neighbors' enjoyment of their own patios. If visible to neighbors or from common areas the following are not permitted:

- Outdoor clothes lines and draping of articles on fences, gates, or hangers.
- Unusable or broken appliances, excess household items, or anything stored in boxes, bags, or open tubs. Piles of these items can invite rodents and other critters, are a fire hazard, and can block building evacuation.
- Overgrown trees, plants, bushes, grass, or weeds.

Storage of sports, recreation or any other equipment must be within fenced yard and patio area, garage, enclosed carport, or carport storage unit and out of sight from neighbors and common areas.

Planting fruits and vegetables shall be confined within the fenced yard and patio area.

[Expansion of CCR - Article VIII, Section 7]

Nuisance

No harmful, offensive, or unsightly situations or conditions are allowed on Westbrook private or common-area property that may annoy or disturb the neighborhood, as determined by the Governing Documents Committee.

Residents shall refrain from interfering with contractors or contractors' staff doing work for Westbrook.

When there are concerns regarding specific situations or conditions such as cooking odors, noise levels, smoking or vaping, it is advisable for neighbors to engage in constructive discussions and conversations to address these issues.

The disassembling and repairing of vehicles shall be done within the confines of resident's garage, or enclosed carport and out of view.

Resident car washing is allowed, but due to drainage and the close proximity of dwellings, consideration should be given to neighbors and property.

Garage, enclosed carport, storage and furnace shed doors are to be kept closed.

Storage of neatly stacked firewood is allowed in carports and outside of garages, or enclosed carports. For pest control and siding integrity reasons, firewood should be stored six inches off the ground and 6-12 inches away from the structure.

Residents and their guests must avoid making or causing loud, disturbing, or unnecessary noise that may affect the comfort, peace, or well-being of others. Noises prohibited by this section include, but are not limited to, the following:

1. The keeping of any bird or animal which causes frequent or continuous noise or barking, disturbing the comfort, peace, or sleep of any person in the vicinity.
2. The attaching of a bell to any animal.
3. The use of a vehicle in such disrepair, either stationary or moving, equipped or operated so as to create any loud or unnecessary revving, grinding, rattling or other offensive noise.
4. The discharge in the open air of motor vehicle exhaust except through a muffler or other device that will effectively prevent loud noises and the emission of annoying smoke.
5. The remodeling, alteration, or repair within an owner's unit, other than between the hours of 8:00 a.m. and 7:00 p.m., except in case of urgent necessity in the interest of the public welfare and safety.
6. The use or operation of an electric musical instrument, music player, stereo system, radio, television, loudspeaker, or any other device for producing sound or amplifying sound so loudly as to disturb persons in the vicinity

(Nuisance – Continued on next page)

Nuisance – Continued

Nuisance - Wildlife

Do not feed wildlife. Squirrels, raccoons, skunks, and opossums can carry diseases and are considered nuisance wildlife. They are not pets. When this nuisance wildlife looks for food, a place to hide food, or a place to build a nest, they frequently knock over and break plant containers; they disturb and dig in flower and vegetable beds; they chew on siding, roof fascia boards, natural-fiber outdoor rugs and patio furniture. Additionally, damage can occur when they chew a hole and gain access into an attic, garage, enclosed carport, or storage unit. Squirrels have previously damaged our community's buildings and trees.

Residents shall regularly clean up and maintain the areas under their bird feeders so as not to become a food source for animals.

Residents who willfully disregard the rules on feeding wildlife shall be fined.

[As allowed by ORS 94.630.(1)(a), and Expansion of CCR - Article VIII, Section 4]

Pets

Pets are allowed provided they are not kept, bred or maintained for any commercial purpose and are not in violation of any City of Beaverton or Washington County animal control ordinances.*

No pet shall be allowed to become a nuisance.

1. Washington County animal control ordinances shall be the guideline to which the term “nuisance” is defined.
2. Barking*, intimidation, fighting or attacking shall be considered nuisance behavior.
3. All dogs shall wear identification tags. All untagged animals will be considered as strays and treated according to city and county animal control ordinances.
4. Dogs must be licensed by Washington County. It is recommended that all pets have microchip identification.
5. All pet vaccinations shall be kept up to date for the health and safety of the animal, neighboring pets and humans.
6. Pets (cats & dogs) shall be on a leash at all times when outside of the pet owner's dwelling or enclosed patio and yard area. Pets (cats & dogs) must be under the control of a responsible person at all times and shall not be left unattended or allowed outside without the pet owner.
7. Pet owners shall be responsible for picking up their animal's excrement and disposing of it in a waste roll cart. Pet owners shall be financially responsible for lawn, plant or property damage caused by their pets.

[Expansion of CCR - Article VIII, Sections 2, 3 and 4]

* Washington County: www.co.washington.or.us/HHS/AnimalServices/
City of Beaverton: www.beavertonoregon.gov/index.aspx?NID=586

Rental - Unauthorized

Westbrook community has a 15% rental cap.

There is a penalty for an Unauthorized Westbrook House Rental if:

- 1) A house in Westbrook is rented that makes the rental above the rental cap limit,
OR
- 2) A hardship exception rental extends beyond the Board of Directors' written authorization time,
OR
- 3) The rental has not been approved by the Board of Directors.

The property owner or estate will be charged a penalty fee as follows:

\$500 for the first month,
\$1,000 for the second month,
\$1,500 for the third month,
\$2,000 monthly for each continuing month.

[Expansion of "2022 Amendment To Amended and Restated Covenants, Conditions, and Restrictions for Westbrook Nos. 1-7", Article VIII, Section 12, Item 7]

Rental Cap Hardship Exceptions

Types of hardships:

- It is an "unfavorable time" to sell a unit.
 - The current average time homes remain on the market is 90 days or longer.
 - In this situation the heir(s) or trust may rent the residence for a period not to exceed one year if rented within a two-month period following the granting of the Hardship Exception.
 - The one-year period begins on the date of rental.
 - Rental authorization may not be renewed under a Hardship Exception.
- A deceased owner's Executor or Trustee's attorney has identified, to the Board, in writing, a valid legal reason (such as a title issue, etc.) the home cannot be listed for sale within the upcoming three months.
 - In this situation the heir(s) or trust may rent the residence for a period not to exceed twelve months if rented within a two-month period following the granting of the Hardship Exception.
 - The rental period begins on the date of rental.
 - The Executor or Trustee agrees to provide the HOA with a copy of the lease or rental agreement when the home is rented.
 - The Hardship Exception is for one lease or rental period of twelve months or less.
 - Rental authorization may not be renewed under a Hardship Exception.

(Rental Cap Hardship Exceptions - Continued on next page)

Rental Cap Hardship Exceptions - Continued

- The heir(s) or trust wants the current resident relative who was living with the now-deceased owner to remain in the unit for up to a three-month period of time to enable the current resident relative to become an owner or vacate the residence.

[Expansion of “2022 Amendment To Amended and Restated Covenants, Conditions, and Restrictions for Westbrook Nos. 1-7”, Article VIII, Section 12, Item 6]

Roof-Top Installations

All roof-top installations require that a licensed and bonded contractor’s written proposal be submitted to the Architectural Committee for written approval. Roof-top installations of skylights (rectangular or tube), solar panels, attic ventilation enhancements or fans, roof attachments of awnings or open-area coverings are allowed at the owner’s expense after approval.

Approval of installations shall be conditioned on the owner signing a Maintenance Responsibility Agreement which shall be provided by the Architectural Committee. The Association shall record with Washington County, at the owner’s expense, a Maintenance Responsibility Agreement on the owner’s property deed within 90 days of the completed installation. Installation of roof-top solar panels must comply with the current state and city codes, e.g., Oregon Solar Installation Specialty Code and City of Beaverton’s Prescriptive Solar Photovoltaic System Installation.

Owner shall be responsible for roof or structural damage due to installation, repair, maintenance, replacement, and removal of any aforementioned installed item(s). Owner shall further be responsible for any expense incurred to allow access in and around any installed items described above for repairing, maintaining or replacing roofing or gutter material that is the Association’s responsibility.

[Expansion of CCR - Article VIII, Section 9, Item c]

Sales

Other than selling a home, sales at a unit are limited to garage, yard, moving or estate sales. The resident sponsor shall register the sale in writing with their district president. Once registered, the district president will review the rules for sales with the sale sponsor. Residents shall be limited to one sale of up to two consecutive days per year unless the second sale is a community-sponsored sale, an estate sale or a moving sale. Sale sponsors shall avoid encroachment on neighbors, common areas and public areas.

Sales shall be restricted to the hours of 8:00 a.m. to 5:00 p.m. Advertising and directional signs shall be neat in appearance. At the conclusion of each day the signs and all merchandise shall be removed from public sight.

(Sales - Continued on next page)

Sales - Continued

The resident shall be responsible for traffic management during the sale. Sale sponsors shall monitor the street and alley/cul-de-sac entrances and exits, to and from the sale, to ensure access and compliance to parking issues as covered in the Parking section of these Rules and Regulations.

Signs and Flags

Signs and flags are allowed for:

- A professional sign advertising the property for sale or rent. One sign of not more than five square feet may be placed in a window of the unit. One additional 6" x 24" directional sign on a 36" stake may be placed near the street of the property for sale or rent. No signs on posts. The directional sign shall be out of the way of the yard maintenance crews and equipment. After the property is sold or rented all signage shall be removed immediately.
- Garage, yard, moving, estate sales, or home security
- Graduations
- One official United States Flag (not altered, modified, or larger than 3' x 5')
- Garden seasonal flags (not to exceed 12.5 inches x 18 inches) outside of yard or patio area
- Garden seasonal windsocks

Signs and flags are not allowed for:

- A public or private organization
- A company (excluding a home security sign)
- Social causes, schools, sports or sports teams
- Political parties, candidates, or causes

For exceptions, contact the Architectural Committee to get written approval.

[Expansion of CCR - Article VIII, Section 1]

Swimming Pools & Swimming Pool Keys

The rules for using the swimming pools and for the swimming pool keys are separate documents. They can be found on Westbrook's website home page under *Association Documents/ Swimming Pool Rules/ Swimming Pool Key Rules*: <https://www.westbrookhoabeaverton.org/documents-and-forms>

Use of Property

Dwellings may not be used for business purposes which increases pedestrian or vehicular traffic or creates a nuisance to neighbors.

[Expansion of CCR - Article VIII, Section 10]

Voting

An owner may vote:

1. In person at an Association meeting where owner voting is to take place; or
2. Electronically if the Board declares in advance this method will be available. [Oregon State Laws authorize planned community homeowners associations and condominium associations to provide and receive ballots through electronic means as described in ORS 94.661 and ORS 100.428,]

When an owner is unable to attend a meeting where owner voting is to take place, they may vote using either an absentee ballot or a proxy. The Board will declare in advance which method will be used for any particular meeting. The designated form shall be filled out, placed in a sealed envelope, and turned in by doing one of the following:

1. An Absentee ballot shall be filled out and signed by the owner and mailed or delivered in a sealed envelope to Westbrook mailbox addressed to: Westbrook Homeowners Association Secretary, 14255 SW 6th Street, Beaverton, OR 97005; or
2. A Proxy form shall be filled out and signed by the owner and given to a trusted person or member of the Board of Directors to give to the Association Secretary at the specified meeting.

[As allowed by ORS 94.660]

Waste and Recycling Collection Information

Important: The waste, recycling and yard debris containers are the property of the waste collection hauler, not of the residents or the Association.

Collection of garbage, recycling and yard debris is done on a weekly basis. The roll carts and red bins for glass and allowable battery recycling are within assigned areas strategically placed in alleys/cul-de-sacs and other common areas for the convenience of all residents and shall be shared. Roll cart lids shall be kept closed and roll carts are not to be overfilled.

Residents within each building shall collaborate to determine who shall place roll carts and red bins curbside late afternoon or early evening of the day prior to garbage and recycling pickup on Thursdays (unless rescheduled to another day by Waste Management NW). Emptied collection containers shall be returned to the assigned areas and shall not remain curbside overnight after pickup.

Residents with limited mobility do not have to move their roll carts curbside provided two copies of their disability placard have been given to the Westbrook resident volunteer liaison for waste and recycling collection.

See Westbrook website, westbrookhoabeaverton.org/member-resources for volunteer liaison's name and phone number. To access the Westbrook Committee Assignments, *Members Only*, please contact your District President to obtain the current password.

The City of Beaverton Solid Waste & Recycling Program regulates the city's franchised haulers. www.wmnorthwest.com/beaverton/index.html

Infractions

When an infraction occurs, the offended resident is encouraged to contact the offending person(s) in a courteous manner and explain the problem. Frequently, the person offending is unaware of the issue.

If this approach is unsuccessful, the offended resident should contact the District president who will work with the Governing Documents Committee representative to address the issue.

1. The Governing Documents Committee member will review the complaint, may request any additional details, and contact the offender. See <https://www.westbrookhoabeaverton.org/member-resources> and the *Westbrook website* for name and phone number of volunteer committee members.
2. If resolution is not achieved, the chairperson of the Governing Documents Committee will write a letter notifying the offender of the explicit violation of Rules & Regulations, Bylaws, or Covenants, a timeline for expected compliance, and the subsequent consequences of the violation. An attempt will be made to contact and meet with the offender to discuss the contents of the letter in person. If contact is not achieved the letter will be mailed to the offender. Nonresident owners will receive a copy of the letter.
3. The offending person may request a hearing with the Association's Board of Directors after a meeting takes place with the chairperson of the Governing Documents Committee, or the letter is delivered. The hearing request shall be in writing within ten (10) days of the committee chairperson's violation notification.
4. If correction is not made within the timeline as stated in the letter, the issue may be referred to the Board of Directors for ultimate resolution, or for authorization to access a fine.
5. The assessed fine shall be levied against the unit's owner and shall become a lien against the unit. The unit owner shall also be responsible for the costs of filing a lien and any other costs relating to the violation.
6. In the event the Board of Directors refers any matter to the attorney of the Association for enforcement of the Rules and Regulations, Resolutions, Bylaws or Covenants, the unit owner shall be responsible for the Association's reasonable legal costs, whether or not a lien is filed, or a lawsuit is commenced. If a lawsuit is commenced, the unit owner shall pay the Association's costs in connection with that lawsuit, including fines incurred in an appeal.

See Westbrook website, [westbrookhoabeaverton.org/member-resources](https://www.westbrookhoabeaverton.org/member-resources) for names and phone numbers of volunteer committee members. To access the *Members Only* section of website pages, please contact your District President to obtain the current password.

The City of Beaverton's Dispute Resolution Center may be used as a mediation resource.
<https://www.beavertonoregon.gov/index.aspx?nid=562>

Schedule of Fines for Infractions on next page.

Schedule of Fines for Infractions

The Board of Directors will determine if the fines listed below will be imposed one time, per occurrence, daily, weekly or monthly. All fines levied by the Association are the personal obligation of the offending resident or owner. Fines may become a lien upon the owner's unit filed at the owner's expense. Late payment of fines will be subject to a penalty fee.

Violation fines are as follows:

Commercial activities violation:	\$100
Late payment of monthly assessment, or an NSF payment, service charge:	12% of the monthly assessment Rounded to the nearest dollar
Late payment of violation fine:	\$ 50
Feeding nuisance wildlife/squirrels:	\$100
House Rental - Unauthorized	\$ 500 for first month \$1,000 for second month \$1,500 for third month \$2,000 monthly for each continuing month
Insurance Requirement violation:	\$100 for first month \$250 for second month \$500 for third month
Landscaping violation:	\$100 or cost of landscaping improvement as determined by Board
Maintenance violation	\$100 or cost of maintenance improvement as determined by Board
Nuisance, noxious, offensive, or unsightly condition, situation or issue:	\$100
Parking violation:	\$100
Pet violation:	\$100
Recreational vehicle violation:	\$100
Sign or Flag restriction violation:	\$100
Swimming pool or clubhouse rule violation:	\$100 or as stated in the pool & pool key rules
Towing, as a result of parking violation:	Cost of tow
Violation of any other Covenant, Bylaw, Resolution, or Rule not set forth above: [CCR - Article XI, Section 1]	\$100 or as determined by Board