

WESTBROOK HOMEOWNERS' ASSOCIATION
14255 SW Sixth Street, Beaverton, OR 97005

Information for Realtors, Escrow Agents, Sellers and Buyers

Westbrook now has a 15% rental cap. If you would like to read the entire amendment to our Covenants, see pages 15-18.

1. Development Information

- Planned Unit Development (PUD) – not condominiums
- 253 homes consisting of single, double, tri, and quad family units
- Completed in 1969 and fully developed
- No additional phasing planned
- No leased common property
- No commercial use of any common property
- No age restrictions (No longer a 55+ community)
- Self-managed by resident and owner volunteers
- Community Garden on a first come/first served basis

- 2. IMPORTANT INFORMATION - 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. SELLERS, DO NOT MISREPRESENT YOUR ENCLOSED CARPORT AS A GARAGE. (YOU COULD BE HELD LIBEL.)** There are over three dozen units that have had the carport enclosed and a garage door added that have different HOA and homeowner 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 homeowner responsibilities from a traditional carport. Buyers and sellers are both encouraged to review the attached information. This information was approved at the April 23rd, and June 25th, 2025, Board meetings. There is also a list of original garages after the list of enclosed carports.

3. Monthly Assessments

The monthly assessment (dues) is currently \$560.00. Each year we develop a 30-year Reserve Study which forecasts our expenses to provide the services specified in our Bylaws. We estimate that our monthly assessment will top out at between \$650 and \$750.

- We are a 50+ year old development that needs some major repair and maintenance over the next 10 years. Rather than levying a special assessment, we have opted to raise the monthly assessment over a period of time, prioritize upgrading, and spread it out so it's not such a financial impact in one or two years.
- We are spread over 30 acres and the 253 units are distributed among 88 buildings plus we have a clubhouse, a pool shed, and of course, two pools. Westbrook is financially solvent, unlike some other HOAs, and utilizing this approach, we plan to stay that way.
- The monthly assessment will be announced in November, December and January to begin each January 1st based on Collaborative Budgeting between the Board and the owners.
- ACH (automatic assessment payment) is collected on the 4th of the month. An ACH form is available online at our website – www.westbrookhoabeaverton.org, as is the cancellation form.

- **Important: If a seller has an ACH payment option for HOA assessments**, please advise them that they agreed to notify the HOA to terminate ACH collection in such a manner as to afford HOA reasonable time to act on their notice, about 10 days before the withdrawal date. If there is a duplication of a monthly assessment payment, HOA will refund the extra payment to the seller within 30 days following the closing date.
- If the owner pays monthly assessments by the check option, payment needs to be deposited in the clubhouse mailbox by the end of the 10th day of the month to avoid a late fee. Checks received on the 11th or later, or NSF payments, are subject to a fee charge of 12% of the monthly assessment amount. Please include the lot number on payment checks.

4. Planned Special Assessments (subject to change and approval by the Board of Directors)

- None

5. Claims Against Westbrook HOA

- None

6. Common Area Information

- Defects in structural integrity or safety issues with common areas and/or assets – None
- Westbrook does NOT have a dog park. Beaverton has three dog parks maintained by the Tualatin Hills Parks & Recreation District. <http://www.thprd.org/parks-and-trails/dog-parks>

7. Insurance Requirement

- Each homeowner is responsible to insure their complete unit for full-replacement value. A Homeowners policy is required. Westbrook is NOT a Condo Association. It is a Planned Unit Development (PUD). You fully own your unit. We do not accept a CONDOMINIUM policy.
- Please see more detailed information requirements on [page 13](#).

8. Available Documents

- Via <https://www.westbrookhoabeaverton.org/documents-and-forms>
 - Articles of Incorporation
 - Covenants *>Prospective buyers are encouraged to read these documents online.*
 - By-Laws
 - Rules & Regulations
 - **Within Rules & Regulations please note:**
 - 1) Placement preference for TV antennas and dishes;
 - 2) Exterior alterations or additions to a unit need Architectural Committee approval. See Maintenance section for details.
 - 3) Non-compliance with governing documents shall result in enforcement of established fines.
- Via formal request – see communication process below
 - Current year Operating and Capital Expense budgets
 - Year-to-date Profit and Loss and Balance Sheet Reports
 - Approved 30-year Reserve Study spreadsheet
 - Previous 12 months approved Board meeting minutes
 - Insurance certificates
 - All requests for information, in addition to what is indicated above, must be in writing via e-mail and there is no guarantee requested information will be provided. *If requested information is available and can be provided there may be a charge of \$50 to \$200 depending on the intricacy of the request.*

9. Communications Process

- We only communicate via e-mail or phone (see below.) Faxing is not available.
- Our standard response time is 2 to 5 working days.
- All requests for information, in addition to what is indicated above, must be in writing via e-mail and there is no guarantee requested information will be provided. (Continued)
- E-mails received that request clicking on a link within the text of an e-mail to fill in a form will be ignored to protect the security and integrity of our resident volunteers' computers.
- Required information regarding your communication with us:
 - Property address
 - Current owner's name
 - Lot number
 - Your contact information: company, your name, phone number, e-mail address

10. Information for Escrow Agents

- Transfer fee is \$300.00.
- The Working Capital Assessment, to be paid by the buyer, is \$1,680.00. This is 3X the monthly assessment (dues) so it will change each year if/when the monthly assessment goes up.
- We will advise if there are unpaid assessments and/or fines to be collected from the seller prior to the completion of the sale.
- Please include lot number on payment checks and on documents.

11. Information for realtors and sellers

- **Important: For Sale Sign Restrictions:** One sign of no more than 5 feet square may be placed in a window of the unit. One directional sign of no more than 6" x 24" on a 36" stake may be placed near the street of the property for sale out of the way of the yard maintenance crews and equipment.
 - Note: *For Sale* sign on a post is not allowed.
 - When the unit has closed the signage is to be promptly removed.

If you wish additional information, please contact:

Susi Brothers
Westbrook Realtor Liaison
503.709-0870
susib25@gmail.com

Revised 06/18/2026

Westbrook HOA Maintenance Policy

HOA and Homeowner Responsibility for Enclosed and/or Modified Carports

Approved by HOA Board April 23, 2024

Carport Policy and Specifications are the purview of the Maintenance Committee

General Information and Definitions

- *Authority:*
 - Westbrook Homeowner Association Bylaws, Article XI, Sections 3(c) and (d) and Section 4
 - HOA Attorney opinion confirming responsibilities
- *Enclosed Carport* is a carport which has been enclosed with framing and siding on all four sides and to which a garage door has been added by the homeowner.
- *Modified Carport* is a carport to which changes have been made by the homeowner, e.g., the roof has been extended, a side wall or walls have been added, etc.
- *Carport Roof Renovation* is the process by which the HOA is replacing the entire roof structure of carports to ensure they are sturdier and easier to maintain.

Policy

HOA Responsibility: In the process of renovating an enclosed and/or modified carport, the HOA is responsible for the following:

- Replacing the roof structure, including the beams and roof membrane
- Replacing any supporting posts that exhibit dry rot
- Repairing or replacing damaged lattice work (that is part of the carport)
- Installing a rain gutter and downspout(s)
- Repainting the carport
- Replacing asphalt removed or damaged during construction

Homeowner Responsibility: When the HOA is renovating an enclosed and/or modified carport, the Homeowner(s) is responsible for closing up the structure, including the following:

- Working with the HOA Architectural Committee to ensure HOA standards and requirements are met
- Adding the necessary framing and siding to enclose the newly-open spaces resulting from the new roof design (replacing a flat roof that drains to the center with a sloped roof that drains to a rain gutter)
- Replacing dry rotted siding preparatory to painting
- Removing the garage door prior to construction and reinstalling it afterward
- Upgrading the carport electrical service to meet the City of Beaverton's building code requirements for electrical garage door openers

Options for Homeowners Unable to Comply: Homeowners unable or unwilling to pay for the work necessary to complete the renovation of their enclosed and/or modified carport shall have the following options:

- Pay to have the enclosure removed and the carport returned to its original open state.
- The HOA will pay to have the enclosure removed and the carport returned to its original open state and charge the cost to the homeowner. Failure to repay the HOA will result in the HOA placing a lien on the home.

Future Enclosed/Modified Carport Maintenance Responsibility

HOA Responsibility: In regard to maintaining enclosed and/or modified carports, the HOA is responsible for the following:

- Sweeping or otherwise clearing debris from the roof on a regular basis
- Repairing and replacing the roofing membrane as required except for the area of a roof extension
- Repairing and/or replacing carport posts, beams, and roof framing as needed
- Maintaining the asphalt floor of an open carport
- Cleaning, repairing, and replacing rain gutters and downspouts as needed
- Repairing or replacing the exterior siding and door of the carport storage shed where not covered by the enclosure or modification

Though not required, the HOA will also repaint the entire enclosed/modified carport structure as required except when the siding (homeowner responsibility) is in such poor shape that painting is not recommended.

Homeowner Responsibility: In regard to maintaining enclosed and/or modified carports, the homeowner is responsible for the following:

- Repairing or replacing the enclosure siding as needed, including prior to HOA painting
- Maintaining the interior of the enclosed space including damage to the framing, flooring, electrical, etc.
 - *Note: The HOA is not responsible for water intrusion except when due to a leaking roof.*
- Maintaining any modifications in a safe and legal condition
- Paying for the replacement of the roof membrane for the area of a roof extension when the work is performed by the HOA
- *Note:* The HOA will pay to have the enclosure removed and the carport returned to its original open state and charge the cost to the homeowner. The homeowner shall negotiate a repayment plan with the HOA Board. Failure to set up a repayment plan or defaulting on the repayment plan will result in the HOA placing a lien on the home.
 - *Note: For homeowners unable to pay for their share of the cost of a new membrane for the area of a roof extension, the HOA shall complete the work and charge the prorated cost to the homeowner. The homeowner shall comply with the requirements cited above.*

Disputes

Disputes with or exceptions to this policy shall be decided by the HOA Board upon submission of a petition for relief by the homeowner.

Westbrook HOA List of Enclosed and/or Modified Carports

Carport Policy and Specifications are the purview of the Maintenance Committee

Definitions

"*Enclosed Carport*" is a carport which has been enclosed with framing and siding on all four sides and to which a garage door has been added by the homeowner. An *enclosed carport* is easily identified by the post and beam construction and the flat roof.

o Note: There are 12 high, peaked-roof carports located in Mayfair and Wembley districts, none of which has been enclosed as of 2024.

"*Modified Carport*" is a carport to which changes have been made by the homeowner, e.g., the roof has been extended, a decorative or side wall or walls have been added, etc.

List of Enclosed and/or Modified Carports (42)				
Lot	Address	Enclosed/Modified	Comment	Added to List
25	14390 SW Sixth Street	Modified, double	Extended roof	>2024
22	14420 SW Sixth Street	Enclosed, single		>2024
239	14435 SW Sixth Street	Enclosed, double		>2024
240	14455 SW Sixth Street	Enclosed, double		>2024
93	5206 SW Barclay Court	Enclosed, double		>2024
121	5230 SW Barclay Court	Modified, single	Extended roof	>2024
97	5239 SW Barclay Court	Enclosed, double		>2024
99	5299 SW Barclay Court	Modified, single	Single wall along west side	>2024
49	5220 SW Colony Court	Modified, single	Extended roof	>2024
45	5300 SW Colony Court	Enclosed, single		>2024
47	5320 SW Colony Court	Enclosed, double		>2024
32	5325 SW Colony Court	Enclosed, double		>2024
44	5340 SW Colony Court	Enclosed, double		>2024
4	5345 SW Mayfair Court	Enclosed, single		>2024
7	5395 SW Mayfair Court	Enclosed, single	Original construction shed attached	>2024
145	4801 SW Normandy Place	Enclosed, modified, double	Extended roof on east side	>2024
148	4855 SW Normandy Place	Enclosed, double		>2024
149	4865 SW Normandy Place	Enclosed, double		>2024
150	4899 SW Normandy Place	Enclosed, double		>2024
155	4955 SW Normandy Place	Enclosed, double		>2024
216	4993 SW Normandy Place	Enclosed, double		>2024

lot	Address	Enclosed/Modified	Comment	Added to List
162	5032 SW Normandy Place	Modified, single	Extended roof, decorative wall	>2024
166	5040 SW Normandy Place	Enclosed, double		>2024
224	5055 SW Normandy Place	Enclosed, double		>2024
172	5080 SW Normandy Place	Enclosed, double		>2024
171	5088 SW Normandy Place	Enclosed, double		>2024
170	5096 SW Normandy Place	Enclosed, double		>2024
229	5165 SW Normandy Place	Enclosed, double		>2024
228	5185 SW Normandy Place	Enclosed, double		>2024
187	5035 SW Rocklynn Place	Enclosed, double	Interior storage area modified	>2024
201	5044 SW Rocklynn Place	Enclosed, double		>2024
182	5053 SW Rocklynn Place	Enclosed, double		>2024
200	5054 SW Rocklynn Place	Enclosed, modified, double	Extended roof on east side	>2024
181	5063 SW Rocklynn Place	Enclosed, double		>2024
203	5066 SW Rocklynn Place	Enclosed, single		>2024
204	5076 SW Rocklynn Place	Enclosed, double		>2024
205	5088 SW Rocklynn Place	Enclosed, double		>2024
179	5099 SW Rocklynn Place	Enclosed, single		>2024
191	14250 SW Rocklynn Place	Enclosed, double	Interior storage area modified	>2024
159	14270 SW Rocklynn Place	Enclosed, single		>2024
248	5175 SW Sherwood Place	Enclosed, double		>2024
243	5245 SW Sherwood Place	Enclosed, double		>2024

List Updates

As homeowners are required to work with the HOA Architectural Committee to enclose and/or modify carports, the Architectural Committee will be responsible to ensure this list is updated.

Errors

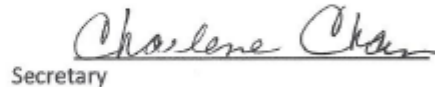
Errors in this list should be reported to the Maintenance Committee for consideration and correction if needed.

Adoption

Adopted and approved for posting on the Westbrook HOA website on 6/26/2024



 President



 Secretary

Westbrook Original Garages

Barclay District

Any unit not listed as one of these 105 units below has either a carport, an enclosed carport, a modified carport, or has had a carport roof renovation.

	Lot	Address	Gar	Dbl	Sgl	Shared	Other	Comments
1	91	5170 Barclay	X		X		Attached	
2	94	5203 Barclay	X		X		Attached	
3	95	5259 Barclay	X		X		Attached	
4	102	5269 Barclay	X		X		Attached	
5	105	14192 Barclay	X		X		Detached	
6	106	14172 Barclay	X		X		Attached	
7	107	14162 Barclay	X	X			Attached	
8	108	14152 Barclay	X		X		Attached	
9	109	14122 Barclay	X	X		L 110	Attached	
10	110	14102 Barclay	X	X		L 109	Attached	
11	111	5390 Barclay	X		X		Attached	
12	112	5320 Barclay	X		X		Attached	
13	117	5270 Barclay	X		X		Attached	
14	118	5260 Barclay	X		X		Attached	
15	124	5200 Barclay	X		X		Attached	
16	125	5190 Barclay	X		X		Attached	
17	129	14440 Sixth St.	X		X		Attached	
18	130	14120 Sixth St.	X		X		Attached	
19	131	5155 SW 141 st	X		X		Attached	
20	132	5180 Barclay	X	X		L 133	Detached	
21	133	5202 Barclay	X	X		L 132	Detached	
22	134	5212 Barclay	X	X		L 135	Detached	
23	135	5222 Barclay	X	X		L 134	Detached	
24	136	5252 Barclay	X	X		L 137	Detached	
25	137	5282 Barclay	X	X		L 136	Detached	
26	138	5292 Barclay	X	X		L 139	Detached	
27	139	5322 Barclay	X	X		L 138	Detached	
28	140	5352 Barclay	X		X		Attached	
29	141	5372 Barclay	X		X		Attached	Continued

Westbrook Original Garages - Colony/Mayfair District

	Lot	Address	Gar	Dbl	Sgl	Shared	Other	Comments
30	8	5400 Mayfair	X		X		Attached	
31	11	5370 Mayfair	X		X		Attached	
32	12	5360 Mayfair	X		X		Attached	
33	15	5330 Mayfair	X		X		Attached	
34	19	5290 Mayfair	X		X		Attached	
35	23	5205 Colony	X		X		Attached	
36	26	5225 Colony	X		X		Attached	
37	30	5305 Colony	X		X		Attached	
38	33	5355 Colony	X		X		Attached	
39	38	5375 Colony	X		X		Attached	
40	39	5390 Colony	X	X		L 40	Attached	
41	40	5380 Colony	X	X		L 39	Attached	
42	52	5290 Colony	X		X		Attached	
43	56	5200 Colony	X		X		Attached	

Westbrook Original Garages - Normandy/Wembley District

	Lot	Address	Gar	Dbl	Sgl	Shared	Other	Comments
44	57	4800 Wembley	X		X		Attached	
45	60	4806 Wembley	X		X		Attached	
46	68	4832 Wembley	X		X		Attached	
47	69	4836 Wembley	X		X		Attached	
48	73	4852 Wembley	X		X		Attached	
49	77	4868 Wembley	X		X		Attached	
50	84	4894 Wembley	X		X		Attached	
51	85	4896 Wembley	X		X		Attached	
52	86	4898 Wembley	X		X		Attached	
53	87	4900 Wembley	X		X		Attached	
54	146	4835 Normandy	X		X		Attached	
55	153	4875 Normandy	X		X		Attached	
56	154	4925 Normandy	X		X		Attached	Continued

Westbrook Original Garages - Rocklynn District

	Lot	Address	Gar	Dbl	Sgl	Shared	Other	Comments
57	158	14295 Rocklynn	X	X			Attached	
58	161	14300 Rocklynn	X	X			Attached	
59	165	5008 Normandy	X	X			Attached	
60	169	5064 Normandy	X	X			Attached	
61	173	5072 Normandy	X		X		Attached	
62	174	5150 Normandy	X		X		Attached	
63	175	5170 Normandy	X		X		Attached	
64	176	5190 Normandy	X		X		Attached	
65	177	5081 Rocklynn	X		X		Attached	
66	180	5071 Rocklynn	X		X		Attached	
67	184	5009 Rocklynn	X	X			Attached	
68	188	14200 Rocklynn	X	X			Attached	
69	193	14225 Rocklynn	X	X		L 194	Detached	
70	194	14215 Rocklynn	X	X		L 193	Detached	
71	195	14195 Rocklynn	X	X		L 196	Detached	
72	196	14175 Rocklynn	X	X		L 195	Detached	
73	198	5010 Rocklynn	X	X			Attached	
74	199	5022 Rocklynn	X	X			Attached	
75	202	5032 Rocklynn	X	X			Attached	
76	206	5098 Rocklynn	X		X		Attached	
77	207	14125 Sixth St.	X		X		Attached, plus	covered parking
78	208	14155 Sixth St.	X		X		Attached	
79	209	14175 Sixth St.	X	X			Attached	
80	210	14195 Sixth St.	X	X			Attached	Continued

Westbrook Original Garages - Sherwood District

	Lot	Address	Gar	Dbl	Sgl	Shared	Other	Comments
81	211	4995 Normandy	X	X			Attached	
82	212	4991 Normandy	X	X			Attached	
83	213	4987 Normandy	X	X			Attached	
84	214	4983 Normandy	X	X			Attached	
85	215	4985 Normandy	X	X			Attached	
86	218	4999 Normandy	X	X			Attached	
87	219	5085 Normandy	X	X			Attached	
88	222	5025 Normandy	X		X		Attached	
89	223	5035 Normandy	X	X			Attached	
90	226	5095 Normandy	X	X			Attached	
91	227	5100 Sherwood	X	X			Attached	
92	230	5145 Normandy	X	X			Attached	
93	231	5155 Normandy	X		X		Attached	
94	234	5150 Sherwood	X	X			Attached	
95	235	5200 Sherwood	X	X			Attached	
96	236	14395 Sixth St.	X	X			Attached	
97	237	14385 Sixth St.	X	X			Attached	
98	238	14415 Sixth St.	X	X			Attached	
99	241	14495 Sixth St.	X	X			Detached	
100	242	5265 Sherwood	X	X			Detached	
101	245	5205 Sherwood	X	X			Attached	
102	246	5135 Sherwood	X		X		Attached	
103	249	5195 Sherwood	X	X		L 250	Detached	
104	250	5185 Sherwood	X		X	L 249	Detached	
105	253	5125 Sherwood	X	X			Attached	

>>> **Important Information About Your Home Insurance** <<<

It is suggested that you keep a copy of this with your regular insurance papers plus send a copy of this to your insurance agent to verify your coverage is in compliance.

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Rules & Regulations - Insurance

Approved by the Board 11/22/2022

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: i.e., roof, 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 prior to closing.

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 which will result in a fine being assessed to the owner. The fine increases each month it is overdue: \$100.00 for the 1st month, \$250.00 for the 2nd month, and \$500.00 for the 3rd month.

[Expansion of Bylaws – Article XIII - Insurance]

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Your proof of insurance can be mailed or emailed.

If you or your insurance agent need to discuss this further, please contact me.

Corina Gonzalez
Insurance Monitor Chair for Westbrook HOA
503-580-6667
westbrookinsurance@gmail.com

Revised 03/01/2024

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	
Str=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. **Mortgagee 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 “**Mortgagee 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