

AUTUMN MEADOWS OWNERS ASSOCIATION

Community Rules Resolution – 11/29/05

WHEREAS THE AUTUMN MEADOWS OWNERS ASSOCIATION BOARD OF DIRECTORS IS EMPOWERED BY STATUTORY LAW [ORS 94.630 (1)(A)], AND FURTHER SUPPORTED BY THE ASSOCIATION DOCUMENTS INCLUDING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS [ARTICLE 7, SECTION 7.4] TO CREATE RULES AND REGULATIONS REGARDING CERTAIN ACTIONS AND ACTIVITIES OF THE ASSOCIATION AND ITS MEMBERS,

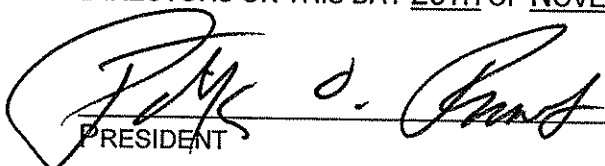
WHEREAS THE AUTUMN MEADOWS OWNERS ASSOCIATION BOARD OF DIRECTORS FINDS IT NECESSARY TO SET FORTH RESTRICTIONS ON CERTAIN ACTIVITIES WITHIN THE ASSOCIATION PROPERTY,

WHEREAS THE AUTUMN MEADOWS OWNERS ASSOCIATION BOARD OF DIRECTORS WISHES TO ENHANCE THE LIVABILITY OF ALL RESIDENTS WITHIN THE ASSOCIATION.


NOW THEREFORE BE IT RESOLVED THAT THE AUTUMN MEADOWS OWNERS ASSOCIATION BOARD OF DIRECTORS DOES ADOPT THE FOLLOWING PROCEDURES IN REGARD TO THE ACTIVITIES LISTED:

1. PARKING STRIP LANDSCAPING (LOCATED BETWEEN THE SIDEWALK AND STREET) SHALL CONTAIN NATURAL GRASS OR ONLY MEDIUM GRIND FIR BARK DUST, BOTH OF WHICH MUST BE MAINTAINED IN ACCORDANCE WITH THE DOCUMENTS. **ANY LANDSCAPING CHANGES FROM EXISTING MATERIALS REQUIRES THE SUBMISSION AND APPROVAL OF AN ARCHITECTURAL REVIEW APPLICATION (ARC) BEFORE ANY CHANGES CAN TAKE PLACE.**
2. VEGETABLE GARDENS ARE NOT PERMITTED WITHIN THE PERIMETERS OF THE FRONT YARD, WHICH INCLUDES ANY AREAS WITHIN PUBLIC VIEW.
3. ABSOLUTELY NO PLASTIC, SYNTHETIC, IMITATION OR OTHER TYPE OF MOCK GRASS MATERIAL WILL BE ALLOWED. NATURAL GRASS OR SOD **IS THE ONLY** ACCEPTABLE MATERIAL ALLOWED, WITH THE EXCEPTION OF MEDIUM GRIND FIR BARKDUST WHICH IS ALLOWED IN THE PARKING STRIP AREA ONLY WHEN A PROPER (ARC) FORM IS SUBMITTED AND APPROVED REQUESTING THE CHANGE.
4. FINES, RIGHTS OF APPEAL AND COLLECTION PROVISIONS. IF THESE GUIDELINES ARE NOT FOLLOWED, THE PROPERTY OWNER WILL BE GIVEN AN OPPORTUNITY TO APPEAR BEFORE THE BOARD OF DIRECTORS AT A HEARING IN ACCORDANCE WITH STATE LAW UNDER THE PLANNED COMMUNITY ACT, [ORS 94.630(N)] AND AS STATED IN THE AUTUMN MEADOWS OWNERS ASSOCIATION FINANCIAL PENALTY RESOLUTION BEFORE ANY PENALTY CAN BE IMPOSED.

THIS RESOLUTION WAS PASSED BY THE AUTUMN MEADOWS OWNERS ASSOCIATION BOARD OF DIRECTORS ON THIS DAY 29TH OF NOVEMBER, 2005.



PRESIDENT



SECRETARY

AUTUMN MEADOWS OWNERS ASSOCIATION

FINANCIAL PENALTIES RESOLUTION

WHEREAS the Autumn Meadows Owners Association Board of Directors is empowered by statutory law [ORS 94.630 (1)(n)], and the Association documents including the Declaration of Covenants, Conditions and Restrictions for Autumn Meadows ("CC&R's") [Article 4, Section 4.24], to assess financial and other penalties against individual members in order to remedy non-monetary violations by those members of the CC&R's, Bylaws of the Association, and Rules and Regulations,

BE IT THEREFORE RESOLVED that the Autumn Meadows Owners Association Board of Directors does hereby adopt the following procedures, fine assessments and actions with regard to non-monetary violations:

1. Upon being notified of a violation, the Board of Directors shall cause a "first" letter of violation to be sent to the owner(s) of the subject property. The notice will inform the homeowner of the violation, and state that they have a specific period of time to correct or abate the violation. Said corrective period shall be a reasonable length of time, based on the nature of the violation and the nature of the corrective action needed. Reasonableness of the time period is at the sole discretion of the Board of Directors.
2. If the owner has neither contacted the association nor corrected the violation within the stated time period, a "second" letter of violation will be mailed to the homeowner, indicating that, if the violation is not corrected within a specific time period, a fine of \$15 per day may be assessed against the homeowner and his or her lot until such time as the violation is corrected.

If the violation is of a nature as to occur intermittently, such as a nuisance or offensive activity like excessive noise, a letter of violation will be mailed to the homeowner, indicating that a violation has occurred, that a hearing is scheduled for a specific date, and if the violation occurs again, after the hearing date, a fine of \$100 per occurrence will be assessed against the owner and his or her lot. Upon the occurrence of any further violations, subsequent to the hearing date, the fine will be assessed on a per occurrence basis, without further notification to the homeowner.

3. The notice shall also inform the homeowner that a hearing will be held before either the Board of Directors or its representative(s) with respect to the violation. No fine will be assessed pending the result of that hearing. Said hearing date shall not be less than 5 working days following the mailing of the letter by U.S. Post Office First-Class mail.

4. If the homeowner neither requests an alternative hearing date nor attends the hearing as outlined in the original hearing notification, nor corrects the violation within the necessary time period, the fine of \$15 per day will be assessed beginning on the first day after the corrective period ends or, with respect to an intermittent violation as provided in paragraph 2 above, the \$100 fine will be assessed for each additional occurrence thereafter.

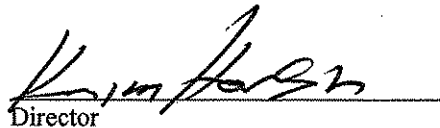
5. If the homeowner requests a hearing before the Board of Directors or its appointed representative(s), that hearing will be held at such date established by the Board of Directors or its representative(s). At the hearing, the Board of Directors or its representative(s) will hear the testimony of the homeowner, and take the case under advisement. A decision will be rendered either at the hearing, or, if necessary, at a later date not to exceed 10- days after the hearing date. If the Board of Directors or its representative(s) decides against the homeowner, the homeowner will be granted a further period of time, not to exceed 50% of the original notice period, in which to correct or permanently abate the violation. If the violation is not of an intermittent nature as contemplated in paragraph 2 above, and is not corrected within the additional time period, the daily \$15 fine will be assessed from the first day after the additional time period, without further notification to the homeowner. If the violation is of an intermittent nature as contemplated in paragraph 2 above and the Board of Directors or its representatives decides against the homeowner at or after the hearing as provided herein, the homeowner will be assessed a \$100 fine for each occurrence of the violation thereafter.

6. When the accrued amount of the assessed fine exceeds \$500 (or at Board's discretion), the homeowner will be so notified, informed that the fines will continue to accrue, and informed that a lien will be recorded against the homeowner's lot for payment. The lien will include all appropriate legal fees, costs and recording fees, along with any interest that accrues until the fine is collected. Correction of the violation will not waive accrued fines, fees, costs and interest, which must be paid in full, prior to release of the lien.

This resolution was passed by all of the members of the Autumn Meadows Owners Association Board of Directors on this day 21st of August, 2004.



President
Patrick D. Braatz



Director
Haim Horesh

AUTUMN MEADOWS OWNERS ASSOCIATION

Resolution of The Board of Directors

COLLECTION OF UNPAID CHARGES

WHEREAS, "Declaration" is the *Declaration of Covenants, Conditions and Restrictions for Autumn Meadows*, "Bylaws" is *Bylaws of Autumn Meadows Owners Association* and "Association" is *Autumn Meadows Owners Association*;

WHEREAS, "assessments," as used in this Resolution, includes all amounts validly assessed against a Unit Owner ("Owner") pursuant to the Declaration, the Association's Bylaws, Rules and Regulations, and any Board of Director Resolution, including, but not limited to common expenses, interest, fees, fines, attorney fees and all collection costs;

WHEREAS, Article 4, Section 4.22 of the Declaration and Article VII, Section 7.1(A) of the Bylaws allow the Association to adopt rules and enforce compliance with the Declaration, Bylaws, and Administrative Rules and Regulations;

WHEREAS, Article 4, Section 4.24 of the Declaration and Article VII, Section 7.2(C)(3) of the Bylaws authorize the Board to enforce provisions of the Declaration, Bylaws and Rules and Regulations, including action to collect unpaid assessments;

WHEREAS, Article 10, Section 10.8(c) of the Declaration and ORS 94.630(1)(n) authorize the Board to establish late charges and fines;

WHEREAS, Article 10, Section 10.8(b) of the Declaration provides that all assessments, together with interest, attorney fees and costs of collection shall be a continuing lien upon the unit against which each such assessment is made;

WHEREAS, Article 10, Section 10.8(b) of the Declaration and Article VII, Section 7.2(C)(3) of the Bylaws authorize the Board, on behalf of the Association, to bring suit to foreclose the lien against the unit and/or to bring an action to obtain a money judgment against an Owner for damages and/or for unpaid assessments;

WHEREAS, Article 10, Section 10.8(b) of the Declaration and Article X of the Bylaws provide that Owners shall be obligated to pay reasonable fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and

unpaid assessments, regardless of whether suit or action is commenced, and/or to enforce the provisions of the Declaration, Bylaws, rules and regulations or the Act;

WHEREAS, assessments are currently due and payable monthly in advance on the first day of every calendar month;

WHEREAS, from time to time Owners become delinquent in the payments of their assessments and fail to respond to the demands from the Board to bring their accounts current, and it is imperative assessment payments are timely received;

WHEREAS, pursuant to Article X, of the Bylaws interest at the rate of 18% per annum on all unpaid charges shall accrue;

WHEREAS, the Board deems it in the Association's best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner, and further believes it to be in the Association's best interest to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

NOW, THEREFORE, IT IS RESOLVED, that pursuant to Article X of the Bylaws and the authority of the Association as set forth in ORS 94.630(1)(n), there is hereby levied a late fee against any assessment account for any assessment which is not paid in full within thirty (30) days of the date such assessment is due; and such late fee shall be thirty percent (30%) of the unpaid assessment;

NOW, BE IT FURTHER RESOLVED, that the following steps be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments:

1. All assessments shall accrue interest at the rate of eighteen percent (18%) from the date such assessment is first due.

2. If any assessment remains unpaid by an Owner for more than thirty (30) days from the due date for its payment, the Board shall send a notice to the Owner indicating the amount due, including notice of the late fees and interest, and demand for immediate payment thereof. *See Exhibit "A" attached hereto.*

3. If any assessment remains unpaid by the Owner for more than sixty (60) days from the due date for its payment, the Board shall turn over collection to the Association's attorney ("Attorney"), who shall (a) send a written demand for payment and any notice as required by the federal Fair Debt Collection Practices Act, if applicable; (b) prepare and record a lien against the Owner's unit; (c) notify the Owner within twenty (20) days of recording that the lien has been recorded; and (d) may notify any first mortgage or trust deed holder of the Owner's default; if applicable. The lien amount shall include all collection costs to date, including

attorney's fees and the cost of preparing and/or recording the lien, any notice of lien required by law, and any notice to a first Mortgage holder, if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date.

4. If any assessment remains unpaid by the Owner thirty (30) days after the date of Attorney's demand, Attorney shall send Owner a ten (10) day demand letter for payment notifying the Owner that if full payment is not received within 10 days of the date of the letter the Association intends to file suit to either obtain a money judgment or foreclose on the lien. The demand shall include the updated amount owing, including all collection costs to date.

5. If any assessment remains unpaid by the Owner ten (10) days after the attorney's ten-day demand letter/notice of intent to file suit, the Attorney shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.

6. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgment in this order, unless the attorney determines other actions or another order of collection is appropriate under the circumstances: (1) file and send a ten (10) day demand to pay judgment; (2) garnish accounts, wages and/or rents; (3) levy against any personal and real property; and (4) levy against the unit. Additional steps may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a suit to foreclose on the lien, Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board.

NOW, BE IT FURTHER RESOLVED, that all legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Bylaws, the Declaration.

NOW, BE IT FURTHER RESOLVED, that all contacts and/or contracts with the delinquent Owner shall be through Attorney. Neither the Board nor any of its agents shall discuss the collection of the account directly with the Owner after it has been turned over to Attorney, unless one of the attorneys is present or has consented to the contact and/or contract.

NOW, BE IT FURTHER RESOLVED, that Attorney shall have the discretion to enter into an installment payment plan with a delinquent Owner in appropriate circumstances. In all cases in which a law suit has been filed, any such plan must be secured by a Stipulated Judgment. Any payment plan providing for a down payment of less than the greater of one-third

(1/3) of the delinquent balance or twice the current monthly assessment, or a duration in excess of twelve (12) months shall require approval of the Board president.

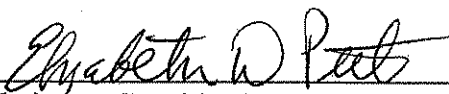
NOW, BE IT FURTHER RESOLVED, that Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all payments are to be made to Attorney until the account has been brought current. Attorney shall deposit all payments in its trust account. All amounts collected shall be disbursed by Attorney according to the provisions of the Association and Attorney representation agreement.

NOW, BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.

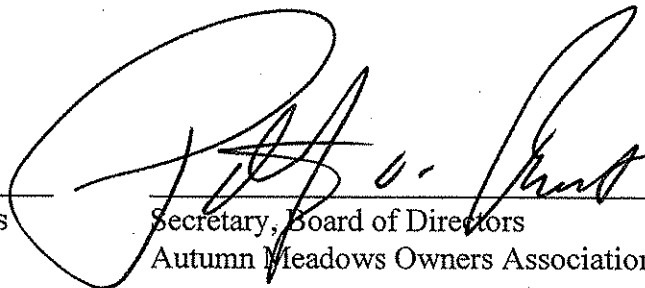
NOW, BE IT FURTHER RESOLVED, that the Board is directed to consult with Attorney and turn over for collection immediately any outstanding account where the Owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit.

NOW, BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to all Owners at their last known address.

ATTEST:



Chairman (President), Board of Directors
Autumn Meadows Owners Association



Secretary, Board of Directors
Autumn Meadows Owners Association

Date: November 19, 2003

AUTUMN MEADOWS OWNERS ASSOCIATION

FINANCIAL PENALTIES RESOLUTION

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BE IT THEREFORE RESOLVED that the Autumn Meadows Owners Association Board of Directors does adopt the following procedures, fine assessments and actions:

1. Upon being notified of a violation, the Board of Directors shall cause a "first" letter of violation to be sent to the owner(s) of the subject property. The notice will inform the homeowner of the violation, and state that they have a specific period of time to correct or abate the violation. Said corrective period shall be a reasonable length of time, based on the nature of the violation and the nature of the corrective action needed. Reasonableness of the time period is at the sole discretion of the Board of Directors.
2. If the owner has neither contacted the association nor corrected the violation within the stated time period, a "second" letter of violation will be mailed to the homeowner, indicating that, if the violation is not corrected within a specific time period, a fine of \$15 per day will be assessed against the homeowner's lot until such time as the violation is corrected.

If the violation is of a nature as to occur intermittently, such as a nuisance or offensive activity like excessive noise, a letter of violation will be mailed to the homeowner, indicating that a violation has occurred, that a hearing is scheduled for a specific date, and if the violation occurs again, after the hearing date, a fine of \$100 per occurrence will be assessed against the owner and the property. Upon the occurrence of any further violations, subsequent to the hearing date, the fine will be assessed on a per occurrence basis, without further notification to the homeowner.

3. The notice shall also inform the homeowner that a hearing will be held before the Board of Directors with respect to the violation at the next scheduled Board meeting, if during the corrective period, or at an alternative, mutually agreeable date, and that no fine will be assessed pending the result of that hearing. Said hearing date shall not be less than 5 working days following the mailing of the letter by U.S. Post Office First-Class mail.
4. If the homeowner neither requests an alternative hearing date during the corrective period, attends the Board of Directors meeting, nor corrects the violation within the necessary time period, the fine of \$15 per day will be assessed beginning on the first day after the corrective period ends.
5. If the homeowner requests a hearing before the Board of Directors, that hearing will be held as part of the next regular meeting of the Board of Directors, or at such date as mutually agreed upon. At the hearing, the Board of Directors will hear the testimony of the homeowner, and take the case under advisement. A decision will be rendered either at the Board of Directors meeting, or, if necessary, at a later date not to exceed 10-days after the hearing date. If the Board of Directors decides against the homeowner, the homeowner will be granted a further period of time, not to exceed 50% of the original notice period, in which to correct or permanently abate the violation. If the violation is not corrected within the additional time period, the daily \$15 fine will be assessed from the first day after the additional time period, without further notification to the homeowner.
6. When the accrued amount of the assessed fine exceeds \$500, the homeowner will be so notified, informed that the fines will continue to accrue, and informed that a lien will be placed on the homeowner's lot for payment. The lien will include all appropriate legal fees, costs and recording fees, along with any interest that accrues until the fine is collected. Correction of the violation will not waive accrued fines, fees, costs and interest, which must be paid in full, prior to release of the lien.

This resolution was passed by the Autumn Meadows Owners Association Board of Directors on this day 12th of December, 2002

President

Secretary