

FAIRVIEW VILLAGE HOMEOWNERS' ASSOCIATION, INC.
Resolution of the Board of Directors

COLLECTION OF UNPAID HOA ASSESSMENTS

RECITALS

A. The Board of Directors of the Association is charged with the responsibility to establish, assess and collect homeowner assessments.

B. The Board deems it in the best interest of the Association and the owners to adopt a uniform and systematic procedure for the collection of unpaid assessments that assures that unpaid assessments are timely and efficiently collected to minimize the loss of assessment revenue.

NOW, THEREFORE, IT IS RESOLVED that:

I. The rules governing collection of delinquent assessments set forth below be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments.

II. A copy of this Resolution be sent to all owners at their address as shown in the records of the Association.

ARTICLE I
AUTHORITY, DUTIES AND OBLIGATIONS
UNDER GOVERNING DOCUMENTS & ACT

1.1 “Declaration” is the Declaration of Covenants, Conditions and Restrictions for Fairview Village Homeowners Association (Phase 1), recorded on February 15, 2019, as document number 2019-016832 in the records of Multnomah County, Oregon, including any amendments thereto.

1.2 “Bylaws” is the duly adopted 2019 Amended and Restated Bylaws of Fairview Village Homeowners' Association, Inc., recorded on February 19, 2019, as 2019-017051 in the records of Multnomah County, Oregon, including any amendments thereto.

1.3 “Act” is the Oregon Planned Community Act, ORS 94.550-94.785.

1.4 Specific Authority and Duties.

(a) Article X, Section 1 of the Declaration; Sections 5.6(p) and (q) of the Bylaws; and ORS

94.630(a) allow the Association to adopt rules and enforce compliance with the Declaration, Bylaws, and Rules and Regulations.

(b) Under Article VIII, Section 5.1 of the Declaration and Sections 5.6(f) and 10.1(a) of the Bylaws, the Board may enforce provisions of the Declaration, Bylaws and Rules and Regulations, including by action to collect unpaid assessments.

(c) Article VIII, Section 4 and 5.1 of the Declaration and ORS 94.630(1)(n) authorize the Board to establish late charges and fines for delinquent assessments.

(d) Article VIII, Section 4 and 5.1 of the Declaration authorizes the Board to establish interest on delinquent assessments.

(e) Article VIII, Sections 1 and 5 of the Declaration and ORS 94.709(4) authorize the Board, on behalf of the Association, to bring suit to foreclose the lien against the lot.

(f) ORS 94.709(4) authorizes the Board to bring an action to obtain a money judgment against an Owner for damages and for unpaid assessments.

(g) Article VIII, Sections 1 and 5.2; Article X, Section 7 of the Declaration; and ORS 94.709(5) provide that late charges, fines, interest, attorney fees and costs of collection are enforceable as assessments.

1.5 Obligations.

Under Article VIII, Section 1 of the Declaration, owners are obligated to:

(a) pay assessments.

(b) Assessments are currently due and payable in advance on first day of each year.

(c) Article VIII, Section 1 of the Declaration specifies that an assessment is delinquent if not paid within thirty days of its due date.

(d) Under Article VIII, Sections 1 and 5.2; and Article X, Section 7 of the Declaration and ORS 94.709(1), all assessments, together with interest, attorney fees and costs of collection are a continuing lien on the lot against which the assessments are imposed.

(e) Under Article VIII, Sections 1 and 5.2; and Article X, Section 7 of the Declaration and ORS 94.630(1)(n), owners are 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 a suit or action is commenced.

ARTICLE II

INTEREST LATE FEES AND OTHER COSTS

Pursuant to Section 1.4 above, the following apply to delinquent and unpaid assessments:

2.1 Interest. In accordance with Article VIII, Section 1 of the Declaration, interest at a rate established by the Board will accrue on all delinquent assessments. The current interest rate is 12% (twelve percent) per annum.

2.2 Late Charge. In accordance with Article VIII, Section 5.1 of the Declaration and ORS 94.630(1)(n), any assessment that is delinquent as set forth in Section 1.5(c) above will be charged a late charge in an amount of \$25.00.

2.3 Other Costs. All costs of collection as set forth in Subsections (a), (b) and (c) of this section are imposed against the owner and are due when incurred in the amounts incurred, regardless of whether suit or action is commenced. Collection costs include, without limitation, the following:

(a) Management Company Charges. Collection charges imposed by the management company, if included in the contract between the Association and the management company, including reasonable mailing costs, recording fees, time spent for account maintenance, and other similar expenses.

(b) Attorney Fees. Any attorney fees for work performed with respect to the assessment account such as file intake; preparing calculations; consultations and telephone calls with the Association, owners, court, witnesses and other individuals involved in the process; legal research; drafting and preparing legal documents; drafting and preparing letters; depositions; trial preparations; travel time; investigations; court appearances; analyzing the account to determine the appropriate action; and preparing and attending post judgment proceedings.

(c) Other Costs. All expenses such as recording fees, postage costs, copy costs, service costs, court costs, filing fees, paralegal fees, private investigator fees, garnishment fees and other similar expenses.

ARTICLE III

PROCEDURE

3.1 Association Lien. When an assessment is levied against a lot and owner, the Association or an agent of the Association may cause a lien to be recorded in the Records of Multnomah County, Oregon.

3.2 Association Payment Demand Letter. When an assessment is delinquent, the Association or its agent will send the owner a written payment demand letter (“Association Payment Demand Letter”) in substantially the form set forth in attached Exhibit A that includes a:

- (a) Statement of the amount due under the assessment account.
- (b) Demand for immediate payment.
- (c) Notice if the stated amount due is not paid by the turnover date, the assessment account will be turned over to the Association’s lawyer for collection in accordance with the Collection Resolution.
- (d) Statement that the owner is responsible for the payment of all costs for collection incurred, as specified in the Collection Resolution, and the costs constitute assessments against the owner and the lot.

3.3 Turnover of Assessment Account to Association’s lawyer.

- (a) Subject to Subsection (b) of this section, when an assessment remains unpaid after the turnover date specified in the Association Payment Demand Letter given under Section 3.3 above, Association or its agent will turn over the assessment account to the Association’s lawyer.
- (b) After the assessment account is turned over to the Association’s lawyer, all contact and communications with the owner regarding the assessment account must be thru the lawyer, unless written consent is otherwise given.

3.4 Initial Notice; Recording of Lien.

When an assessment account is turned over to the Association’s lawyer, the lawyer shall:

- (a) **Initial Notice.** Send a written notice for payment (“Initial Notice”) to the owner. The Initial Notice must include a demand that all moneys due under the assessment account be paid within thirty (30) days.
- (b) **Association Lien.** Prepare an Association lien against the lot and cause the lien to be recorded in the Records of Multnomah County, Oregon, if an Association lien has not been recorded in the Records of Multnomah County, Oregon.

3.5 Final Payment Demand. If the total amount due is not paid by the date stated in the Initial Notice under Section 3.4 above, or arrangement for payment made in accordance with Section 3.8

below, the Association's lawyer will send a final demand letter that demands payment of all moneys due under the assessment account within ten (10) days.

3.6 Legal Action. If the assessment, including all costs specified in Article II, Section 2.3 above, are not paid by the date specified in the Final Payment Demand given under Section 3.5 above, or arrangement for payment made in accordance with Section 3.8 below, the Association's lawyer, on behalf of the Association, will initiate a lawsuit for a personal money judgment against the owner or foreclose the Association lien against the lot.

3.7 Execution/Enforcement of Judgment. After the Association's lawyer obtains a judgment, they may begin collection of the judgment by any one or combination of the following:

- (a) Garnishing the owner's bank account.
- (b) Garnishing the owner's wages.
- (c) Executing a writ against the owner's real or personal property.
- (d) Any additional methods authorized by law.

3.8 Payment Plans. Any payment plan proposed after the assessment account is turned over to the Association's lawyer must be approved by the Board of Directors of the Association.

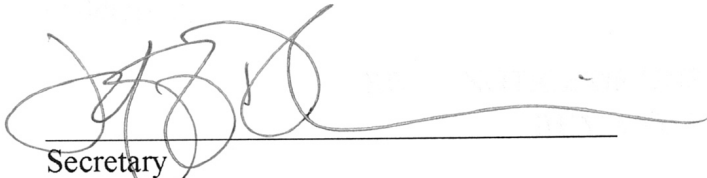
3.9 Owner Responsibility; Other Remedies.

- (a) Owner Responsibility for Payment of Assessments. Regardless of any procedure prescribed under this Resolution, it is the responsibility of the owner to ensure that assessments are paid when due.
- (b) Owner Responsibility to Update Address. It is the sole responsibility of the owner to notify the Association in writing of any change of owner mailing address.
- (c) Other Association Remedies. Nothing in this Resolution prevents the Association from taking any other actions against an owner, if provided under the Governing Documents or the Act.

CERTIFICATION OF ADOPTION

The undersigned, Secretary of the Association, hereby certifies that the foregoing resolution is a true record of a resolution adopted by the Board of Directors at a meeting of the Board of Directors held in accordance with the Bylaws of the Association on _____.

Dated this 27 day of July, 2022



Secretary
Board of Directors Fairview Village Homeowners' Association, Inc.
An Oregon nonprofit corporation

your right to a hearing is forfeited.

If you would like to set up a payment plan, arrangements must be made with the contact below before the 30 days expires.

LENDER FORECLOSURE:

If a first trust deed or mortgage on your lot is being foreclosed, DO NOT EXPECT that delinquent assessments (including cost and fees) will be paid from the proceeds of the foreclosure sale. **Assessments (including costs and fees) that are not paid from the proceeds of the foreclosure sale remain the personal responsibility of the owner.** The Association will proceed to collect all moneys owed to the Association by seeking a personal judgment against the owner.

Your prompt payment of the balance due is appreciated.

Sincerely,

Jane Smith

President, Board of Directors

(Phone number)

(Email)

(Physical Address)