

CLEARMEADOWS COMMUNITY ASSOCIATION
Rules Enforcement and Fine Structure
Resolution #2018-2 (Policy & Procedure)
(Replaces policy adopted 2-24-10)

WHEREAS, the Association has a Declaration and Bylaws, and,

WHEREAS, the Declarations of the Clearmeadows Community Association charge the Board of Directors with the powers and duties to ensure that residents who enjoy the privilege of living in Clearmeadows, also accept the responsibility of not infringing on their neighbors' rights of peaceful enjoyment, safety and sustained property value.

NOW, THEREFORE, BE IT RESOLVED, that violations of the Association's governing documents, including rules and resolutions, within the Clearmeadows Community Association shall be dealt with as follows:

1. **Observations Made by the Association:** When the Association directly observes a violation (through the Board of Directors or the Managing Agent), it will begin with paragraph 4, below. No written complaints are required to be filed.
2. **Direct Resolution Preferred:** Owners disturbed by a neighbor's actions, or believing that a neighbor is in a compliance violation with a Clearmeadows Community Association rule or regulation, are encouraged to express their concern with the neighbor prior to reporting to the Association. Most disturbances are believed to be unintentional, and immediate resolution by responsible neighbors, if possible, is desirable and expected.
3. **Written Complaint:** If a resolution to the situation is not achieved through the initial direct discussion between the involved parties, or is recurrent, the Complainant may submit a signed, written complaint to the Association. This written complaint shall document the disturbance/violation created by which neighbor, on what date, time and place. The complaint must describe the activity in enough detail that an objective person could comprehend the concern. A written complaint is considered an email, fax or letter received via regular mail. Anonymous reports will not receive a response.

The written complaint must be sent to the management company who will then forward to the Board of Directors for action or may take appropriate action pursuant to this policy. Oral reports will not be accepted.

4. **Association's Initial Response "Friendly Reminder":** Upon notification of first violation, a homeowner will receive a "Friendly Reminder" to correct the violation. This reminder will notify the homeowners of the infraction and request correction to avoid assessment of fines and or other enforcement activity. The Owner will have 15 calendar days from the date of the letter to comply. In a situation where there is an immediate threat to health, safety or the environment, the Association may elect to rectify the situation immediately, without notice, and charge the Owner(s) for any and all costs incurred. The Board of Directors at their discretion shall determine an immediate threat.

In situations where irreparable harm may occur from delay, no Friendly Reminder will be issued. The first notice will be the Notice to Correct described below, or the Association may take other enforcement action to correct the violation. Unapproved architectural modifications and leasing violations are examples of violations for which no Friendly Reminder will be issued.

5. **Association's Secondary Response "Notice to Correct"**: Should the violation not be remedied within 15 calendar days of the "Friendly Reminder," the homeowner will be notified in writing of the continued violation and requested to remedy the violation within 15 calendar days via a "Notice to Correct." The Notice to Correct shall describe the nature of the violation; the proposed fine or other sanction to be imposed; the right to request a hearing within 10 calendar days of the date of the letter; and that the proposed fine or other sanction will be imposed unless a request for hearing is received within 10 days of the date of the letter. If the Managing Agent receives a request for a hearing within the time limit, a date and location will be established, the Owner notified and any fines or other sanction for the violation will be held in abeyance until after the hearing.
6. **Association's Third Response "Fine Notice"**: Should the same violation not be remedied within 15 calendar days of the date of the Notice to Correct and no request for a hearing received, a third letter will be sent ("Fine Notice"), and a fine of **\$100.00 (one-hundred dollars)** will be assessed to the Owner's account. Fines are collected in accordance with the Collection Resolution. Unpaid fines will accrue late fees and interest pursuant to the Collection Resolution.

At this time, all privileges for use of the common property, including the ability to vote at Owners' meetings will be revoked for a period of 30 days

7. **Continued Violation**: Should the continued violation remain for another period of 15 calendar days, an additional fine of **\$200.00 (two-hundred dollars)** will be assessed to the Owner's account. Additional fines of \$200 (two-hundred dollars) will continue to be assessed every 15 calendar days until the violation is corrected. At this same time, if payment of the fines is not made, a lien may be placed on the property. Additionally, all related attorney and filing fees incurred for enforcement would be charged to the Owner's account.

At this time, all privileges for use of the common property, including the ability to vote at Owners' meetings will be revoked for another period of 30 days, or until the fines are paid in full and the violation is corrected, whichever is longer.

The Owner does not have the right to a hearing for each additional fine that is assessed for continuing violations.

8. **Legal Action**: The Board of Directors reserves the right at any time to elect to hire legal counsel to pursue compliance with the governing documents. The Owner in violation is responsible for all fees and costs incurred by the Association regarding enforcement.
9. **Repeat Violators**: Violations are progressive. Each violation of a similar type (to be determined by the Board of Directors) by the same Owner, tenant, guest, contractor, vendor, etc. whether single or multiple locations and/or times, within a 12-month period, shall be issued a Notice to Correct. The fines for Repeat Violations described in the Notice to Correct and all subsequent notices shall be increased by \$100 above the amounts stated in this resolution.
10. **Association Correcting Violation**: The Association at any time may correct the violation, but is not obligated to do so. If the Association corrects the situation, the Owner is responsible for reimbursing all the costs to the Association and a flat \$100 administrative charged for correcting any matter.
11. **Owner Responsible for Violations of Other Occupants**: The Owner is responsible for all violations by his/her family members, guests, pets, tenants, vendors, licensees and invitees. All notices and fines arising out of this resolution will be assessed to the Owner.

12. **Hardship Rentals:** In the case of non-Owner-occupied properties, the Owner of the property will be provided the violation notices described in this resolution. If violation is left unresolved and fines are imposed, the fines will be assessed to the Owner, even if the tenant committed the violation. It is the responsibility of the Owner to notify tenants of the Association policies and procedures and ensure compliance.
13. **Hearing Request:** Upon receipt of a request for hearing, the Board of Directors will notify the Owner in writing within 14 calendar days of the date, time and location of the hearing. The hearing will be scheduled within 30 calendar days of the notice if possible, schedules permitting. The hearing is to provide the Owner an opportunity to be heard by the Board of Directors. At this time, the Owner is to submit all supporting documentation, facts, etc. The Board of Directors will adjourn the hearing and provide a written decision to the Owner within 10 business days of the hearing.
14. **No Waiver:** Nothing in this resolution shall be construed as a waiver of any other enforcement rights available to the Association pursuant to the governing documents or at law.
15. **Association Requiring Mediation:** The Board of Directors, in its discretion, may require Owners involved in disputes to participate in mediation. If the Board directs the Owners to participate in mediation, any mediation agreement shall be reported to the Board and shall constitute a final resolution of the dispute as long as the agreement does not contradict the Association's governing documents. If no agreement is reached in mediation, the Owners must notify the Board and request a hearing to resolve the dispute. Any costs associated with the mediation shall be borne equally by the Owners unless a different agreement is reached as part of the mediation.

NOW THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution will be sent to all owners at their addresses shown in the records of the Association and will be effective SEPTEMBER 15, 2018.

DATED this 1st day of August, 2018.

Clearmeadows Community Association

By: Carl M. Gray
Its President

ATTEST this Resolution was properly adopted.

By: Chris White
Its ~~Secretary~~ Treasurer

CLEARMEADOWS COMMUNITY ASSOCIATION
RESOLUTION OF THE BOARD OF DIRECTORS
Rental Hardship Resolution 2018-3

THIS RESOLUTION REPLACES ALL PRIOR RESOLUTIONS, RULES, AND POLICIES REGARDING THE RENTAL HARDSHIP GUIDELINES, INCLUDING RESOLUTION 2010-2.

At a regular meeting of the Board of Directors, held on AUGUST 1, 2018, the Board made the following findings:

WHEREAS the Association Secretary, by signing below, attests that pursuant to the Association Bylaws Article III§(B)(9), all Directors were provided notice of the meeting and a quorum of the Board of Directors was present in person at the meeting in accordance with Bylaws Article III, §(B)(12);

WHEREAS leasing is prohibited by Declaration Article XII §26(b) unless there is an undue hardship;

WHEREAS the Board of Directors is empowered to allow reasonable leasing of Units upon written application to avoid undue hardship pursuant to Declaration Article XII §26(c);

WHEREAS Declaration Article XII §26(c) provides the following as examples of undue hardship: a) the Owner must relocate his or her residence outside the metropolitan Portland [*sic*] area and cannot sell his or her unit within 90 days from the date the Unit was placed on the market with continuous advertisement at a reasonable price; b) the Owner dies and Unit is being administered by his or her estate; c) the Owner takes a leave of absence or temporarily relocates outside the metropolitan Portland [*sic*] area and intends to return to reside in the Unit; or d) the Unit is to be leased to a member of Owner's immediate family;

WHEREAS the Board of Directors deems it in the best interest of the Association and the Owners to adopt a uniform and systematic procedure for the administration of rental hardship requests;

NOW, THEREFORE, BE IT RESOLVED that Board of Directors adopts the following procedure for hardship requests:

HARDSHIP REQUESTS

Owners may request a Hardship Rental Approval by submitting a request in writing to the management company via regular mail, email or fax. The request will be considered by the Board at the next regularly scheduled Board meeting. Requests must be submitted at least 10 days before the meeting to be considered.

Requests must include information regarding the nature of the hardship, including documentation as applicable. Hardship requests are intended to be used for rare occasions involving events such as injury, illness, or forced relocation of the Owner. All personal/confidential information will be held in the strictest confidence.

In reviewing the request, the Board will consider the nature of the hardship; the nature of the harm that may result if the request is denied; whether approval will negatively impact other owners; and any other factors that the Board determines are relevant.

The Board will notify the Owner in writing with approval or denial of the hardship request within 5 days of the decision. If the request is granted, it will expire one-year from approval. The hardship approval may be renewed once by submitting a request to the Board of Directors before the expiration of the initial one-year period. The renewal period will not exceed one year.

No Owner will be approved for more than one hardship exception (including the potential renewal period).

If the request is approved, the Owner must follow the requirements listed below:

The Owner and the tenants must submit a completed Tenant Registration Form that includes verification that they have both read, understand, and agree to be bound by the governing documents of the community.

The Owner must acknowledge, in writing, that the tenant's violation of the governing documents may be grounds to revocation of approval of the hardship request. If that approval is revoked, the Board will provide the Owner with a reasonable period of time to evict the tenant. Failure to timely evict the tenant will result in fines as described below.

The Owner must submit a copy of the signed lease agreement.

The Owner must submit a processing fee in an amount as set by the Board from time to time. The current processing fee is \$50.

VIOLATIONS

This Resolution will be enforced in accordance with the Association's current Enforcement Resolution. However, due to the irreparable harm and expense that may result from an Owner renting without approval, the fine amount may be increased to a fine of \$1,000 every thirty (30) days. The Board has sole discretion regarding assessing this increased fine. The first notice will be the Notice to Correct and no Friendly Reminder will be provided for such violations.

Unpaid fines may result in late fees and interest being added to the fine. A lien may also be placed on the real property. All legal fees associated with recording the lien and enforcement of the Association's governing documents will be charged to the Owner.

NOW THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution will be sent to all owners at their addresses shown in the records of the Association and will be effective SEPTEMBER 15 2018.

DATED this 1st day of August, 2018.

Clearmeadows Community Association

By: Carol M Gray
Its President

ATTEST: this Resolution was properly adopted.

By: Chad White
Its Secretary TREASURER

Clearmeadows Community Association
Rental Hardship Resolution Effective 9/15/18-2

CLEARMEADOWS COMMUNITY ASSOCIATION
RESOLUTION OF THE BOARD OF DIRECTORS
Architectural Standards & Guidelines Policies - 2019 ~ 01

THIS RESOLUTION REPLACES ALL PRIOR RESOLUTIONS, RULES, AND POLICIES REGARDING THE ARCHITECTURAL STANDARDS AND GUIDELINES including the following: Satellite Dish Resolution dated May 17, 1996; Architectural Standards and Design Criteria dated January 1999; Architectural Standard Guidelines dated February 9, 1999; Sign Policy dated June 8, 2005; Fine Schedule for Exterior Modifications dated September 13, 2006; and Paint Resolution dated February 24, 2010.

At a regular meeting of the Board of Directors, held on June 5, 2019, the Board made the following findings:

WHEREAS the Association Secretary, by signing below, attests that pursuant to the Association Bylaws Art. III§(B)(9), all Directors were provided notice of the meeting and a quorum of the Board of Directors was present in person at the meeting in accordance with Bylaws Art. III§(B)(12);

WHEREAS Declaration Art. IX§3 empowers the Board to make and enforce reasonable rules and regulations governing the use of the properties;

WHEREAS the Board of Directors also has the power to make and amend rules and regulations in accordance with Bylaws Art. III§C(18)(f);

WHEREAS Declaration Article XI sets forth Architectural Standards for the community and empowers the Board to promulgate specific standards and guidelines for exterior modifications;

WHEREAS the Declaration Article XI states that no construction, no exterior alteration or modification, including planting or removal of plants, trees, and shrubs, shall take place except in strict compliance with the Declaration and until approvals have been obtained;

WHEREAS Declaration Article XI authorizes the Board to establish reasonable fees for review of applications;

WHEREAS the Board of Directors deems it in the best interest of the Association and the Owners to adopt uniform standards and guidelines, and related procedures for Owners to apply for permission to make exterior modifications;

NOW, THEREFORE, BE IT RESOLVED that the following policies are adopted:

APPLICATION PROCESS

Any Owner wishing to modify or alter the exterior of their house or lot must submit an Architectural Request Application through the management company using the form currently in effect. Owner must provide drawings and/or photos of the proposed alteration along with other information required by the Board or by this Resolution. Owner shall include name of contractor performing the alteration. This form must be submitted prior to making any exterior alteration or modification.

The Board of Directors or the Architectural Review Committee (ARC) will consider all requests within 45 days of submittal of a full and complete Architectural Request Application, or at the next Board

meeting, whichever comes first, and will provide a written response by mail or email. Incomplete Architectural Request Applications will be denied and returned to the Owner.

The following criteria will be used in considering whether to approve the Architectural Request: whether the Owner has provided all required information; whether the proposed alteration meets applicable Design Standards (set forth below); whether the proposed alteration will have any impact on the use and enjoyment of the Properties for other residents; and any other criteria the Board determines to be relevant. The Board's (or the ARC's) decision may be an approval, a conditional denial (imposing additional requirements), a request for more information, or a denial.

If an Owner wishes to appeal the decision of the Board or the ARC, the Owner must submit a written request for a hearing within 10 days of the notice of decision. The Board will consider the appeal within 45 days of submittal or at the next Board meeting, whichever comes first. The Board's decision following the hearing is final.

The Board's (or ARC's) review and approval of applications shall be based on aesthetic considerations only, and neither the Board nor the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or for ensuring compliance with building codes or other governmental requirements.

DESIGN STANDARDS

Compliance with these standards is the minimum required for approval for any exterior alteration or modification. However, there may be additional requirements by the Board or the ARC. Design standards may change from time to time and will be sent to Owners at least 30 days before they are implemented. The following list may not include all items noted in the governing documents. An Owner should refer to the governing documents and contact the management company with any questions.

Air Conditioners

Must be screened from street view by either fencing or shrubbery. Street view AC units may not be wall mounted or window mounted.

Decks

Must be wood with natural stain, or a material approved by the Architectural Review Committee.

Dog Houses, Dog Runs

Must be hidden from public view by fencing or shrubbery.
Dog run height must not exceed fence line.

Exterior Lighting

Location and photo/description of lighting must be submitted with Architectural Request Form.

Fencing (rear and side yards)

Cannot extend beyond front of home.

Must be wood or material approved by the ARC. If stained, must be natural in color (Stain Color: Brown, Gray or White).

Good neighbor or solid in design, up to six feet (6') high plus an optional two-feet (2') wooden trellis on top of the fence.

Fencing (front yard)

Permitted in front of home; to be wood, ornamental metal, 3- and 1/2-feet maximum height. May be white in color.

Hot tubs

Must be screened from public view by a fence or shrubbery and be a minimum of 5 feet from property line.

Landscaping

Changes to front or side yards (visible from front street) require submission of Architectural Request Application.

Street Trees: Owners must obtain approval prior to removing any street trees from the ARC. Tree must be replaced (with few exceptions) with a tree at least 6 feet tall and 1 ¾ inches in diameter. The tree may be homeowner's choice. The Forester from the City of Vancouver recommends the Japanese Snowball/Snowbell as a good choice for the common lot size and easy maintenance. (Removal and replacement at Owner's sole expense.)

Trellises must not block any line of sight. Limit 8 feet high.

Vegetable gardens must be screened from street view and may not be placed in front or side yards.

Yards: Grass must be in good condition, mowed, weeded, and raked, with no bare patches or landscape fabric exposed. Any alteration to landscaping in the public view must be approved by the ARC.

Paint & Trim

Architectural Review Request Application must be submitted and approved prior to any painting, even if the same color is applied. Any proposed color changes must be outlined and described in exact detail in the Architectural Request Application with a sample of the paint color to include the manufacturer and brand, paint description with color number, and desired sheen, even if the color will not change from the existing color. Owner must also provide the date that a sample of the proposed paint (including trim paint) will be displayed on the house in a two-foot by two-foot (2'x2') area that is visible from the street. If the paint is not clearly visible from the street, the Board or the ARC will make an appointment with the homeowner to view the proposed paint.

Door may be a stand-alone accent color.

Garage doors must be white or same color as siding.

Shutters must match trim of house.

Maximum 3 colors on the house.

Patios

Material may be concrete, wood, or pavers. Other materials may be considered by the ARC.

Play Equipment (permanent structures)

Must be located a minimum of 5 feet from property line; 3 feet may be acceptable with written approval from adjoining neighbor on file with the management company. Any structure over 10 feet high requires an additional foot setback for every additional foot of height.

Roofs

Conventional style and color (black, gray, brown, blues) must be used.

Satellite Dishes and Antennae

Satellite dishes and antennae must not exceed one meter (39.37 inches) in diameter and must be mounted below a 5-foot fence, screened fencing or tasteful landscaping, to be concealed from the view of neighboring houses, streets, and property located adjacent to the unit.

Wiring and cables shall be shielded from view and securely fastened.

If an Owner is unable to get a signal by following these requirements, the Owner shall submit a request confirming that fact and suggesting an alternative installation.

Security Bars

Colors must be the same as the house.

May not have bars on the front side of the house.

Sheds, Gazebos, Greenhouses, Pergolas

Siding and roofing materials must match the house. Design exceptions possible if structure requested is not visible to the public. Natural stain like community perimeter fence is also permitted.

Setback is 5 feet from adjoining neighbor's property line or 3 feet with written permission on file from neighbors affected.

ENFORCEMENT

Owners found to be in violation of this Resolution are subject to fines in the amounts set forth in the Association's Rules Enforcement & Fine Structure Resolution. In addition, the Board may require that alterations performed without prior approval be removed by Owner within 7 days of written notice to the Owner.

Failure to submit an Architectural Review Application and receive approval prior to making any exterior alteration or modification will be cause for the Board to begin the compliance process. All costs incurred in bringing a Member and Unit into compliance with this Resolution will be assessed and collected as Special Assessments in accordance with Declaration Article IX.4(b).

NOW THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution will be sent to all Owners at their addresses shown in the records of the Association and will be effective

September 15, 2019.

DATED this 5th day of June, 2019.

Clearmeadows Community Association

By: Carol M Gray
Its President

ATTEST: this Resolution was properly adopted.

By: Carol M Gray
Its Secretary Treasurer

CLEARMEADOWS COMMUNITY ASSOCIATION
RESOLUTION OF THE BOARD OF DIRECTORS
Board Operations and Meeting Procedures 2019- 02

THIS RESOLUTION REPLACES THE FOLLOWING RESOLUTIONS: GUIDELINES AND RULES OF CONDUCT DATED JANUARY 17, 2008; AREAS OF RESPONSIBILITY DATED JANUARY 23, 2008; FINANCIAL POLICIES AND PROCEDURES DATED JANUARY 23, 2008; AND MEETINGS DATED JANUARY 23, 2008.

At a regular meeting of the Board of Directors, held on June 5, 2019, the Board made the following findings:

WHEREAS the Association Secretary, by signing below, attests that pursuant to the Association Bylaws Art. III(B)(9), all Directors were provided notice of the meeting and a quorum of the Board of Directors was present in person at the meeting in accordance with Bylaws Art. III§(B)(12);

WHEREAS the Board of Directors has the power to make and amend rules and regulations in accordance with Bylaws Art. III(C)(18)(f);

WHEREAS the Board is responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs in accordance with Bylaws Art. III(C)(18);

WHEREAS the Board of Directors deems it in the best interest of the Association and the Owners to adopt a uniform and systematic procedure for the operations of the Board of Directors and meetings;

NOW, THEREFORE, BE IT RESOLVED that the following policies are adopted:

I. MEETINGS

A. Regular Board Meetings

1. The Board of Directors shall normally meet every month at a time and place to be determined by the Board, but not less than once each quarter.
2. The schedule of Board Meetings shall be provided on the Association's website indicating the date, time and location of the Meeting.
3. Signs announcing the Regular Board Meetings shall be placed at the entrances to the Clearmeadows community at least twenty-four (24) hours in advance of the meeting.
4. All meetings shall be open to all homeowners, except when the Board calls an executive session. Executive sessions are necessary when the Board must discuss matters deemed to be sensitive in nature, such as attorney consultation, contract negotiations, management company issues, personnel issues, or litigation. The Board minutes must reference the executive session occurring, but details may be withheld as being sensitive in nature.
5. Minutes must be maintained under the supervision of the Board Secretary. Minutes may be posted on the Association's website, subject to correction and approval by the Board.

B. Annual and Special Meetings (Association Meetings)

1. Annual Meetings shall be set by the Board to occur at least 90 but not more than 120 days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.
2. Special Meetings may be called by the Board President or as directed by a resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten percent (10%) of the total Class A votes of the Association.
3. As set forth in the Bylaws Article II, Notice for Association meetings must be provided to the Voting Members stating the place, day, and hour of any meeting not less than 10 nor more than 50 days before the date of such meeting.
4. Copies of the agenda shall always be made available for inspection at any Annual or Special Meeting of the Association.
5. The agenda shall be used as a guide for the meeting, and the meeting shall be conducted in accordance with Robert's Rules of Order.
6. There shall always be an opportunity for comments and questions from the homeowners concerning any matters on the agenda.
7. Voting: Any matter that is to be decided by the Association as a body shall be by vote. The vote may be conducted in accordance with Robert's Rules of Order which allows votes by written ballot and roll call votes, among other voting methods.
 - a. Votes will only be conducted by secret ballot if at least 10% of the membership submits a petition for voting by secret ballot at least 5 days before the vote is scheduled to occur.
 - b. Board Member elections shall be by written ballot unless a motion is made for election by acclamation, and the motion is adopted by the membership.
 - c. If any vote is taken by a show of hands, the vote count shall be conducted by the President and verified by the Vice President.
 - d. If a secret ballot is taken on any matter, the vote shall be counted by at least two homeowners not directly involved in the outcome and verified by the President or the Vice President.
8. Minutes of the Annual Meetings of the Association shall be kept under the supervision of the Secretary. Minutes of the Annual Meetings shall be provided for the homeowners' review and approval at the next Annual Meeting of the Association. In the interim, minutes of the Annual Meeting shall be posted on the Association's website, marked "subject to approval" or "Draft."

II. GUIDELINES AND RULES OF CONDUCT

The Association Board of Directors has the obligation and duty to make decisions for the entire community and is responsible to set a standard and tone for behavior that is conducive to the best interests of the entire community.

- A. The Board of Directors will use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the safety and property value of the residents.
- B. No gifts of any type worth more than ten dollars (\$10) will be accepted by any Board Member or volunteer from any resident, contractor, or supplier. This policy does not include giving gifts that arise out of normal friend or family relationships.

- C. The Association may not make any contributions to any political parties or political candidates.
- D. The Board Members will protect the confidentiality of other Board Members' personal lives, as well as all residents' personal lives.
- E. No promise of anything can be made to any subcontractor, supplier, or contractor during negotiations, unless approved by the Board as a whole.
- F. Language at Board Meetings must be kept professional. Personal attacks against owners and Board Members are prohibited and are not consistent with the best interest of the community.
- G. It is understood that different opinions will exist and it is important they be expressed in a clear and business-like fashion.
- H. Proper parliamentary procedure should be followed to have such dissenting positions stated clearly within the official records of the Association.
- I. A Board Member may not knowingly misrepresent any facts to anyone involved in anything within the community that would benefit himself/herself in any way.
- J. No Board Member may use his/her position to enhance his/her financial status through the use of certain contractors or suppliers. Any potential or actual conflict of interest must be disclosed to the other Board of Directors.

III. RESPONSIBILITY OF OFFICERS

- A. President: The president of the Association, or its designee, shall be the only person authorized to negotiate and contract with the management company to ensure the Board speaks with one voice and does not issue conflicting instructions to the management company. The president shall preside over all meetings of the Association.
- B. Vice President: The vice president of the Association shall be responsible for proper oversight of all committees. In the absence of the president, the vice president shall preside over meetings.
- C. Treasurer: The treasurer of the Association shall be responsible for insuring the integrity of financial statements, bank statements, and reviewing a proposed budget.
- D. Secretary: The secretary of the Association shall maintain decorum at Association meetings, take detailed notes, produce meeting minutes, and distribute the same to the Board of Directors within seven (7) days of each meeting for review and approval, then edit as necessary and forward to assigned Director for posting on the Association's website.
- E. Director: The other Directors of the Association shall assume such responsibilities as may be assigned by the Board.

IV. FINANCIAL POLICIES AND PROCEDURES

- A. The Association's finances will be maintained in accounts approved by the Board of Directors, preferably in a local bank, if possible.
- B.
- C.
- D. The fiscal year for the Association will be January 1st to December 31st.
- E. A report on the status of the Association's finances will be given at each Annual Meeting at which time the account balance at the end of the previous month, together with the expenditures made during the past year, and the proposed budget of income and expenditures during the coming year will be presented to the membership.
- F. In accordance with RCW 64.38.045 an annual audit of the Association's financial statements must be prepared by an independent CPA.
- G. Regular and necessary recurring expenses of the Association may be paid prior to a meeting of the Board of Directors; said payments must be recorded in the minutes of the next meeting with an attached Treasurer's Report.

H. Regular or special assessments required for the Association shall be determined in accordance with applicable provisions of the Association's governing documents.

NOW THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution will be sent to all owners at their addresses shown in the records of the Association and will be effective September 18, 2019.

DATED this 5th day of June, 2019.

Clearmeadows Community Association

By: Carol M Iney
Its President

ATTEST: this Resolution was properly adopted.

By: Chris Weber
Its Secretary Treasurer

CLEARMEADOWS COMMUNITY ASSOCIATION
RESOLUTION OF THE BOARD OF DIRECTORS
Collection Policy 2019- 03

THIS RESOLUTION REPLACES ALL PRIOR RESOLUTIONS, RULES, AND POLICIES REGARDING COLLECTION OF UNPAID ASSESSMENTS.

At a regular meeting of the Board of Directors, held on July 31, 2019, the Board made the following findings:

WHEREAS the Association Secretary, by signing below, attests that pursuant to the Association Bylaws Art. III§(B)(9), all Directors were provided notice of the meeting and a quorum of the Board of Directors was present in person at the meeting in accordance with Art. III§B(12);

WHEREAS Declaration Art. X and Bylaws Article III§(C)(18)(b) grant the Board authority to make assessments to defray the Common Expenses and Neighborhood Expenses and to establish the means and methods of collecting such assessments;

WHEREAS Declaration Art. X provides that the Board may charge interest, late charges, costs, and reasonable attorney's fees on unpaid assessments;

WHEREAS Declaration Art. X provides that unpaid assessments, and interest, late charges, costs, and reasonable attorney's fees thereon shall be a charge upon the land and a continuing lien against the Unit in addition to a personal obligation of the Owner of the Unit;

WHEREAS the Bylaws Art. III(C)(18)(i) authorizes the Board to enforce by legal means the provisions of the Declaration, the Bylaws and the rules and regulations adopted by it, and the authority for bringing any proceeding which may be instituted on behalf of or against the Owners concerning the Association; and

WHEREAS the Board of Directors 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 which assures that unpaid assessments are timely and efficiently collected to minimize the loss of assessment revenue;

NOW, THEREFORE, BE IT RESOLVED that the following policies are adopted for the collection of unpaid assessments:

1. **Acceleration of Assessments.** The Board may, in its discretion and pursuant to Article X of the Declaration, after assessments have become 60 days past due, and upon written notice to the Owner, accelerate the due date of the assessments which will become due during the next succeeding twelve (12) months.
2. **Late Charges:** If an assessment, fines, or other charges duly levied by the Association is not paid in full on or before the 20th day following its due date, a late charge of \$25.00 will be assessed to the delinquent owner's account. A courtesy delinquency notice may but is not required to be sent to the delinquent owner. Any administrative fees incurred in sending the delinquency notice(s) will be assessed to the owner's account. Monthly late charges of \$25.00 will continue to accrue on the 20th day of each month that an account remains delinquent without further notice.

3. **Interest Rate on Unpaid Assessments.** Interest on unpaid assessments as well as unpaid fines, other assessments, or any other charges imposed or allowed shall be at the rate of 12% per annum accrued daily on a 365-day year and added to the account monthly. Interest shall begin to accrue immediately upon amounts when unpaid more than 20 days.
4. **Initial Notice to Owner (20-day notice).** If any assessment or other charge remains unpaid for more than 20 days from its due date, the Board or its designee shall send a notice to the Owner indicating the amount due, including late charges, interest, and any other additional charges, and requesting prompt payment thereof.
5. **Second Notice to Owner (35-day notice).** If the unpaid assessment remains unpaid by an Owner for more than 35 days from its due date, the Board or its designee shall send a notice to the Owner indicating the amount then due, including late charges, interest, and any other additional charges, and requesting prompt payment thereof. The notice shall also advise the owner that the account may be referred for collection pursuant to the provisions of this Resolution. The Notice may also include a Notice of Intent (NOI) to record a lien, or such NOI may be sent separately thereafter, in the discretion of the Board, or the management company in the absence of Board guidance. Any costs charged for preparing and recording the lien will be billed to the Owner.
6. **Claim of Lien.** If the assessment account remains unpaid 10 days after the Second Notice to Owner, the Board or its designee may, consistent with information supplied to the Owner, thereafter file and record a lien against the Unit with the Clark County Recorder and charge the costs incurred for the preparation and recording of such lien to the Owner.
7. **Referral for Collection.** If the assessment account remains unpaid, at 90 days past the initial due date, or at \$1,000.00, whichever comes first, the Board shall elect to take further collection action on the account. The Board shall refer an account for collection to an attorney or to a collection agency as the Board may deem appropriate to the circumstances of the particular case. The Board may also, where it is deemed in the best interest of the Association and where authorized by law, assign its rights to a cause of action to collect against an owner in exchange for a payment, after weighing the cost to the Association versus the benefits to be gained by an immediate, but lesser payment on the amount due. Finally, the Board may elect to pursue a small claims action against the Owner to reduce the claim to judgment prior to referral of the matter to a third party for collection of such judgment, if the Board deems the same as in the best interest of the Association and capable of being prosecuted by a Board member or Officer of the Association in the Association's name.
8. **Management of Collection Accounts after Referral to Attorney/Collection Agency; delegation.** If the assessment account is referred to an attorney or collection agency for collection, the Board authorizes the President of the Association to manage the day-to-day contact with the attorney or collection agency, and delegates authority to the President of the Association to settle any collection matter, if recommended by the attorney or collection agency (as applicable) by entry into an installment payment plan before or after filing of any action to recover past due assessments; provided, however, that if before filing of a lawsuit, the plan provides for less than 50% of the past-due assessment as an initial up-front payment, or if any payment plan (whether proposed before or after filing of an action to recovery assessments) provides for the balance of payments to be paid over a period in excess of 18 months, the President shall refer the matter to the Board as to whether the proposed settlement agreement is in the best interest of the Association. The President may authorize the settlement of other post-filing matters on such terms as may be reasonable and are recommended in consultation with the

Association's attorneys. Nothing herein shall preclude the President from seeking the advice and consent of the Board of Directors for any settlement proposal.

9. **Attorney's fees and Costs.** Attorney's fees and costs (whether statutorily recoverable or not) incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and the Unit as an assessment and shall be collectible as an assessment pursuant to the Declaration, and the Bylaws and herein by this policy, unless otherwise reduced or waived by settlement agreement as provided herein, or by decision of the Board of Directors.
10. **Savings Clause; Other Actions.** Nothing herein shall be construed to preclude the Board of Directors from taking such other action in lieu of, or together with actions described herein, in furtherance of the collection of unpaid assessments or the settlement and compromise of the same, permitted by the Association's governing documents or applicable law, including, but not limited to, the use or adoption of enforcement options regarding the termination of utility services paid for out of assessments of the Association, or access to and use of recreational and service facilities available to owners.
11. **Distribution of Resolution.** A copy of this resolution shall be distributed to all Owners pursuant at the address on file with the Association.

NOW THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution will be sent to all owners at their addresses shown in the records of the Association and will be effective September 18, 2019.

DATED this 31 day of July, 2019.

Clearmeadows Community Association

By: Carol M. Ivey
Its President

ATTEST: this Resolution was properly adopted.

By: [Signature]
Its Secretary DIRECTOR