



Community Management, Inc.

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ADMINISTRATION
ASSESSMENT & TAXATION

Memo

To: Addison Condominium Owners

From: Tom La Voie, CMCA, CCM, PCAM, Community Manager

Lynn Lindell, Community Administrator

Date: March 27, 2019

Re: BOARD RESOLUTIONS

Our Ref: CMI24/ADC132

Dear Addison Condominium Owners:

At the Board meeting March 12, the Board approved the following Resolutions:

RESOLVED: The Addison Condominium Board of Directors ratifies and approves the actions recommended by the Board's Attorney for the next legal steps in collecting all amounts owed to the Association on Parking Unit 7 and Unit 3 (also known as Unit 104), and hereby authorizes our Attorney to take those steps.

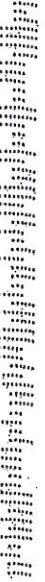
RESOLVED: It is the intent of the Addison Condominium Board of Directors to repay the \$18,046.47 borrowed from the Reserve Fund in 2018 between the beginning of fiscal year 2020 and the end of fiscal year 2022. These funds were borrowed from the Reserve Fund due to the foreclosure of Unit 3 (also known as Unit 104) and Parking Space 7.

RESOLVED: That the Addison Condominium Board of Directors hereby directs the Community Manager to forward any account which is 60 days or more delinquent to the Association's attorney for appropriate collection action.

RESOLVED: That there is hereby levied against any account for which the monthly assessment is not paid within 10 days of its due date, a late fee in the amount of \$50 per month which the Board authorizes and directs its Community Manager to charge to and collect from any delinquent owner.

RESOLVED: The Community Manager is hereby directed by the Board to post the revised Collections Resolution as soon as possible, and email/mail all owners notice of changes and direct them to website for full resolution.

The full text of the Collections Resolution can be found on the Association Web Portal.



**ADDISON CONDOMINIUMS OWNERS' ASSOCIATION
BOARD OF DIRECTORS RESOLUTION
COLLECTION OF ASSESSMENTS AND ENFORCEMENT**

WHEREAS, Section 17 of the Declaration of Condominium Ownership for Addison Condominiums ("Declaration") states:

"17. Operating Entity. Addison Condominiums Owners' Association, an Oregon nonprofit corporation, has been organized to administer the operation and management of the Condominium and to undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and the Bylaws. A copy of the Bylaws, which have been adopted by the Declarant as required by ORS 100.410(1), are attached hereto as Exhibit C . . . In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, to levy and collect assessments, and to adopt, promulgate, and enforce Rules and Regulations in the manner provided herein and in the Bylaws . . ."

WHEREAS, Sections 7.1 to 7.4 of the Declaration states:

"7. Allocation of Common Profits and Expenses; Enforcement of Assessments.

7.1 Method of Allocation. The common profits and common expenses of the Property shall be distributed among the Owners in proportion to the respective undivided interests in the Common Elements pertaining to their Primary Units, without regard to any interest in the Common Elements pertaining to their Parking or Storage Units. The common expenses shall be charged to the Owners of the Primary Units according to the percentage determined by the ratio which the area of each Primary Unit bears to the total area of all Primary Units, as shown on the attached Exhibit B-1. Assessments of common expenses shall commence upon closing of the first sale of a Primary Unit, provided that until the Turnover Meeting or, if no Turnover Meeting is held, until the Owners assume administrative control of the Association, Declarant may elect to defer the commencement of common expenses (other than assessments for reserves pursuant to Section 13.3) for a period not exceeding 60 days from such closing. Assessments for reserves pursuant to Section 13.3 shall commence upon closing of the first sale of a Primary Unit, subject to the right of Declarant to defer the payment of assessments for reserves pursuant to Section 13.3. Until the commencement of assessments for all common expenses, Declarant shall be responsible for payment of all common expenses of the Association (other than assessment for reserves pursuant to Section 13.3). Except to the extent provided in the Bylaws, the common expenses of the Property shall be assessed on a monthly basis.

7.2 No Exception and No Offset. No Owner may claim exemption from liability for contribution toward the common expenses by waiver by the Owner of the use or enjoyment of any of the Common Elements or by abandonment by the Owner of the Owner's Unit, except

as expressly set forth in Section 7.1. No Owner may claim an offset against an assessment for common expenses for failure of the Board of Directors to perform its obligations.

7.3 Default in Payment of Common Expenses. In the event of default by any Owner in paying to the Association the assessed common expenses (including, but not limited to, reserve assessments or any other special assessments), such Owner shall be obligated to pay interest and late fees on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid expenses, or any appeal therefrom. No interest or late fees will be assessed on common expenses paid within 10 days after the due date therefor. Delinquent payments of common expense assessments shall bear interest from the date thereof at a rate of nine percent (9%) per annum over the prime rate then established by US Bank or its successor, but in no event higher than the maximum rate permitted by law. The Board of Directors may also establish and impose charges for late payments of assessments, if the change imposed is based upon a resolution adopted by the Board of Directors that is delivered to each Unit, mailed to the mailing address of each Unit, or mailed to the mailing addresses designated by the Owners in writing. The Board of Directors shall have the right and duty to recover for the Association such common expenses, together with interest thereon, late charges, if any, and expenses of the proceeding, including attorneys' fees, by an action brought against such Owner or by foreclosure of the lien which the Board of Directors shall have upon such Owner's Units (including that Owner's Parking or Storage Unit, if any) with respect to all such obligations.

7.4 Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Association to foreclose a lien on a Unit or Units because of unpaid common expenses, the Owner shall be required to pay a reasonable rental for the use of the Unit or Units during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of the Association, shall have the power to purchase such Unit or Units at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the Unit or Units. An action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing any lien securing the same."

WHEREAS, Section 3.2 of the Bylaws of Addison Condominiums Owners' Association ("Bylaws") states:

"3.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts in furtherance of and pursuant to such powers and duties, except acts which by or under law, the Declaration, or these Bylaws may not be performed by the Board of Directors or delegated to the Board of Directors by the Owners. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein) the following:

* * *

3.2.3 Collection of the common expenses from the Owners.

* * *

3.2.20 Charging and collecting a fee in connection with moving in to or out of a Primary Unit.

* * *

3.2.22 Enforcement by legal means of the provisions of the Act, the Declaration, these Bylaws and any Rules and Regulations adopted hereunder."

WHEREAS, Section 5.4 of the Bylaws states:

"5.4 Assessment of Common Expenses. All Owners shall be obliged to pay on a monthly basis in advance common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to these Bylaws and the Declaration, including amounts applicable to the reserve fund described in Section 5.2 of these Bylaws; provided, however, that such reserve assessments may be collected on a monthly, quarterly, or biannual basis, and at least annually, and may be assessed prospectively or in arrears. Assessments may not be waived due to limited use or nonuse of Common Elements and no Owner may claim an offset against assessments for failure of the Board of Directors to perform its obligations or any other reason. Declarant shall be assessed as the Owner of any unsold Unit, but such assessment shall be prorated to the date of sale of the Unit. Assessments shall commence in accordance with Section 7.1 of the Declaration. At the time of closing of the initial sale of each Primary Unit, the purchaser shall make the contribution described in Section 5.5.3 to the working capital fund. The Board of Directors, on behalf of the Association, shall assess the common expenses against the Owners from time to time, and at least annually, and shall take prompt action to collect from an Owner any common expense due which remains unpaid by him for more than 30 days from the due date for its payment (except as provided above for the Declarant). All assessments shall be deposited in a separate bank account in the name of the Association. All expenditures of the Association shall be paid from the Association bank account."

WHEREAS, Section 5.6 of the Bylaws states:

"5.6 Violation by Owners; Remedies. The violation of any Rule or Regulation or other determination duly adopted by the Board of Directors, or the breach of any covenant or provision contained in the Declaration or these Bylaws, shall give the Board of Directors the right: ... (ii) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any breach ... All expenses of the Board of Directors in connection with such violation and such action or proceedings (including any action or proceeding brought on behalf of the Association), including ... court costs and attorneys' fees and any other fees and expenses (including fees, fines, late charges and interest imposed pursuant to these Bylaws), and all damages, liquidated or otherwise, together with interest thereon at the rate provided in Section 7.3 of the Declaration until the amount outstanding is paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the common expenses. The Board of Directors shall have a lien for all of the same upon the Units of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property located in such Units or

elsewhere in the Condominium. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board of Directors . . ."

WHEREAS, Section 7.1.3 of the Bylaws states:

"7.1.3 Payments by Tenant or Lessee to Association. If a Unit Is Rented by its Owner, the Board may collect, and the tenant or lessee shall pay over to the Board, any amounts due to the Association hereunder for such Unit or portion thereof, plus interest and costs if the same are in default over 30 days. The renter or lessee shall not have the right to question payment over to the Board. Such payment will discharge the lessee's or renter's duty of payment to the Owner for rent, to the extent such payment is made to the Association, but will not discharge the liability of the Owner and the Unit under this Declaration for assessments and charges, or operate as an approval of the lease, The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner, nor in derogation of any right which a Mortgagee of such Unit may have with respect to such rents."

WHEREAS, from time to time owners become delinquent in their payments of these assessments and fail to respond to the demand from the Association to bring their accounts current; and

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

WHEREAS, ORS 100.405(4)(k) states:

"Subject to the provisions of the condominium's declaration and bylaws, and whether or not the association is unincorporated, the association may: . . . (k) Impose charges for late payments of assessments, attorney fees for collection of assessments . . ."

NOW, THEREFORE, BE IT RESOLVED that the Association (through its Board or Manager) is authorized to contact the Association's attorney to pursue collection and request advice for the Board of Directors and the Association in other matters which may from time to time be requested by the Board; and it is further

RESOLVED that the Board or its Manager, acting on behalf of the Association, shall be authorized to pay the Association's attorney his or her usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm including, but not limited to, fees and charges for filing fees and recording fees, service of process, document reproduction, postage, long-distance calls, facsimile transmissions, investigator's services, and title reports, promptly upon receipt of the monthly invoice; and it is further

RESOLVED that the due date for monthly assessments shall be the first (1st) day of each month ("due date"); and it is further

RESOLVED that there is hereby levied against any account for which the monthly assessment is not paid within 10 days of its due date a late fee in the amount of \$50.00 per month, which the Board or its Manager is authorized and directed to charge to and collect from any delinquent owner; and it is further

RESOLVED that the Association's attorney is authorized to charge interest on such delinquent accounts at the rate of 9.0% per annum over the prime rate then established by US Bank or its successor; and it is further

RESOLVED that the Association may, but shall not be required to, apply any and all payments received on an account to payment of any and all attorneys' fees and costs, expenses of enforcement and collection, late fees, return check charges, lien fees and interest, in that order, prior to application to any annual or special assessment installment due or to become due by the owner; and it is further

RESOLVED that there is hereby levied against any account on which a check is returned by the bank for non-sufficient funds or for any other reasons a \$35.00 per check charge, plus a redeposit fee and any fees charged by the bank; and it is further

RESOLVED that the Board is authorized to charge a fee upon the transfer of ownership of the property, a fee for an escrow request and such other fees for services as incurred by the owner or the Association on an account. These amounts due are subject to change by the Board and these amounts can be provided by the Board or its Manager upon request by an owner. These fees shall be considered an assessment against the property and owner(s) thereof; and it is further

RESOLVED that the Board or its Manager may send to any owner who is more than 30 days delinquent in the payment of regular or special assessments, or other charges authorized by the Association's governing documents (hereinafter referred to as "Assessments"), a written statement of the delinquent balance; and it is further

RESOLVED that the Board is directed to forward any account which is 60 days or more delinquent to the Association's attorney for appropriate collection action. The Association's attorney will be requested to send out appropriate collection letters demanding payment from the owner and stating the Association's intent to file a notice of claim of lien against the delinquent owner's unit. If payment is not received after the Association's attorney's demand letter, the Association's attorney may file a notice of claim of lien against such owner's unit and thereafter file suit for collection and/or foreclosure of the lien. The Board or its Manager shall assess all collection expenses, including attorneys' fees, to the delinquent owner's account; and it is further

RESOLVED that the Board or its Manager is directed to consult with the Association's attorney and forward for collection any 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; and it is further

RESOLVED that the following policies shall apply to all delinquent accounts forwarded to the Association's attorney for collection:

1. Following turnover of the account to the Association's attorney, all contracts and contacts with a delinquent owner shall be handled through the Association's attorney following the date the account has been forwarded to the Association's attorney for collection. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with an owner after it has been forwarded to the Association's attorney unless the Association's attorney is present or has consented to the contract or contact.

2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorney until the account has been brought current. If the Board or its Manager receives payment directly, a photocopy of the payment shall be immediately forwarded to Association's attorney by e-mail or facsimile.

3. All attorneys' fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit owner and shall be collectable as an Assessment.

4. To the extent the Association's attorney, in his or her discretion, considers it to be appropriate in the circumstance, they are authorized to enter into an installment payment plan with the owner. Provided, however, any payment plan provides for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current assessment, or a duration in excess of 12 months shall require the approval of the Board.

5. If, at the expiration of the period specified in any of the Association's attorney's demand letters, an account remains delinquent, or in the event of a default under terms of a payment plan, the Association's attorney is authorized to take such further action as they believe to be in the best interest of the Association, including but not limited to:

a. Filing a notice of claim of lien against the delinquent owner's unit and/or filing suit for money due from the owner(s);

b. Filing a proof of claim in bankruptcy including associating bankruptcy counsel to assist;

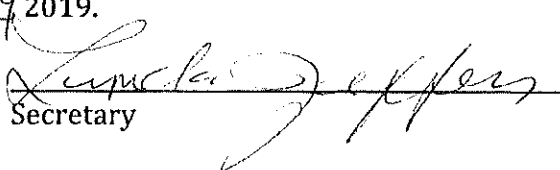
c. After consultation with the Board or its Manager, instituting a judicial action for foreclosure of the Association's lien;

d. Sending and recording a Notice to Lender;

- e. After judgment is obtained, garnishing rent, bank accounts, or paychecks;
- f. Hiring an investigator to locate any individual or assets;
- g. Ordering a Foreclosure Guarantee from a title company; and
- h. After giving notice and opportunity to be heard, terminate services paid for out of the Association's assessments and access to and use of recreational and service facilities available to owners; and be it further

RESOLVED that a copy of this resolution shall be sent to all owners at their last known addresses as shown on the Association's records.

This Resolution was adopted by the Board of Directors on 2-26-2019 and shall be effective on April 1, 2019 2019.


Secretary



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