

SEXTON PLACE CONDOMINIUM ASSOCIATION COLLECTION RESOLUTION

WHEREAS, Assessments, as used in this Resolution, include all amounts validly assessed against a Unit Owner (Owner), pursuant to the Associations Declaration, Bylaws, Rules and Regulations, the Oregon Condominium Act Board of Director Resolutions, including, but not limited to regular and special assessments for common expenses and charges and fines imposed by the Association interest and late charges on any delinquent account cost of collection, including reasonable attorney fees incurred by the Association with the collection of a delinquent Owners account:

WHEREAS, Section 1.1.1 of the Declaration Act shall mean the Oregon Condominium Act, currently ORS 100.005 to 100.990, as amended from time to time.;

WHEREAS, Section 1.1.2 of Declaration Association shall mean Sexton Place Condominiums Owners' Association, the nonprofit corporate entity responsible for administration, management, and operation of the Condominium.

WHEREAS, Section 1.1.6 of the Declaration shall mean the Bylaws of the Association, as amended from time to time.

WHEREAS, Section 7.1.3 of the Declaration obligates each Owner to pay assessments against its Unit, including its share of the Common Expenses and special charges;

WHEREAS, Section 7.3 of the Declaration, and the Oregon Condominium Act authorize the Board to establish late charges for late payment of the assessment;

WHEREAS, Section 7.6 of the Declarations authorized the Board, upon (15) days written notice to the Owner, to accelerate assessments and declare the entire annual assessment due and owing upon any default in payment when an Owner remains delinquent for more than sixty (60) days;

WHEREAS, Section 7.3 of the Declaration, and the Oregon Condominium Act provide that all assessments, together with late charges, attorney fees and costs of collection shall be a continuing lien upon the unit against which each such assessment is made;

WHEREAS, Section 7.4 of the Declaration, authorizes the Board, on behalf of the Association, to bring suit to foreclose the lien against the unit and the Oregon Condominium Act authorizes the Association to bring an action to obtain a money judgment against an Owner for unpaid assessments without waiving the lien;

WHEREAS, Section 7.3 of the Declaration, and the Oregon Condominium Act 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, and/or to enforce the provisions of the Declaration, Bylaws, Rules & Regulations or the Act, whether or not suit or action is commenced

WHEREAS, assessments are currently due and payable on the first (1) day of each month and are not considered late for 30 days;

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

WHEREAS, the Board deems it in the Associations 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

Associations best interest to refer these accounts promptly to an attorney/collection agency, for collection so as to minimize the assessment revenue.

NOW, THEREFORE, IT IS RESOLVED, that pursuant to Article 7.3 of the Declaration, and the Oregon Condominium Act, that a late fee will be assessed to accounts which are not paid in full as of the 30th day of the month. The late payment fee is \$30.00.

NOW, THEREFORE, 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. If any assessment remains unpaid by an Owner after 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 payment fee, and demand for immediate payment thereof within ten (10) days.
2. If any assessment remains unpaid the Association will then send the Owner a Notice of Intent to File a lien if payment is not received within ten (10) days.
3. If assessment remains unpaid after the Notice of Intent to File a lien is sent to the Owner of Record, the Association will then file a lien against Owner's property. A letter will then be sent out via certified mail to the Owner and the Mortgage Holder, as required by law, informing Owner that a lien has been placed and that the account will be transferred to collections within seven (7) days. The Owner is also notified that all costs and fees associated with all collection efforts will be imposed to their account.
3. If assessment remains unpaid at this time, the account is then turned over to the Collections Department and/or Collection Agency. A written demand for immediate payment, indicating that if the account is not paid in full within thirty (30) days, further collection action will be instituted, including the filing of a suit for money judgment and/or garnishment. The Owner will be liable for payment of charges imposed by Collection Department/Collection Agency 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 initial demand for immediate payment by the Collections Department/Agency, the Collection Department/Agency shall send Owner a ten (10) day demand letter for payment or the Association will 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.
6. If any assessment remains unpaid by the Owner ten (10) days after the notice of Association intent to file suit, Collection Department/Agency shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances.
7. If the Association is successful in obtaining a money judgment, Collection Department/Agency shall collect on the judgment by taking any of the following steps: (1) file and send a ten (10) day demand to pay judgment (2) garnish bank 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 the lien, Collection Department/Agency shall proceed as necessary to complete the foreclosure.

NOW, THEREFORE, 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 Article 7.3 of the Declaration, and the Oregon Condominium Act.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that all contacts and/or contracts with the delinquent Owner shall be through Collection Department/Agency. 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 Collection Department/Agency.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Collection Department/Agency shall have the discretion to enter into an installment payment plan with a delinquent Owner in appropriate circumstances. 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 of excess of twelve (12) months shall require approval of the Board of Directors.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Collection Department/Agency, 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 Collection Department/Agency until the account has been brought current. Collection Department/Agency shall disburse all amounts collected according to the provisions of the Association and Collection Department/Agency representation agreement.