

RESOLUTION OF THE BOARD OF DIRECTORS OF Association of Unit Owners of
West Oaks Condominiums, Inc. for the Collection of Unpaid HOA
Dues /Assessments

The Board of the Association of Unit Owners of West Oaks Condominiums, Inc. is charged with the responsibility to establish, assess and collect these fees. Furthermore, owners are obligated to pay all assessments levied by the Association. This obligation is explained in the Association's Declarations and Bylaws, recorded in Benton County, the document number being 2005-388830. It is vital to the economic stability of the Association that every owner pay its share of the association's expenses. The Board has adopted a procedure for imposing fees, charges and fines associated with collection efforts pursuant to ORS 100.005-100.990 along with a process for collecting the dues. In addition, it has entered into a contract with Vial Fotheringham LLP who is authorized to undertake collection and lien enforcement activities on behalf of Association of Unit Owners of West Oaks Condominiums, Inc.

Regardless of any and all processes outlined below and otherwise, it is the responsibility of the owner to ensure that assessments are paid on time.

If a home is being foreclosed on by a first lender, an owner cannot expect the past due assessments to be paid through the foreclosure, especially in negative equity situations. Assessments owed to the Association, which are not paid out of the foreclosure sale are still the responsibility of the homeowner and the association will proceed against them in seeking a personal judgment.

The following is therefore adopted by The Board of Directors of Association of Unit Owners of West Oaks Condominiums, Inc. on 3-22-12:

- A. Any assessment not paid within ten (10) days of its due date will be charged a late fee in an amount equal to Twenty Five Dollars (\$25.00). The late fee will be charged one time per late assessment.
- B. All past due assessments and late fees shall accrue interest at the rate of Twelve Percent per annum (12%) from the initial due date.
- C. All amounts owing may be referred to Vial Fotheringham LLP ("VF") 60 days after the initial due date.
- D. All costs of collection are hereby assessed against the delinquent owner and unit and are due when incurred in the amounts incurred. Such collection costs including, but not limited to all of the following shall be added to the initial balance due and collected concurrently:

- a. Collection charges imposed by the management company if included in contract with association; including reasonable mailing costs, recording fees, time spent for account maintenance, etc.
 - b. Any attorney fees for work done on the account such as: file intake; preparing calculations; processing payments; monitoring compliance with payment plans; consultations and telephone calls with the Association; consultations and telephone calls with witnesses; 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 next action; preparing and attending debtor exams.
 - c. Any and all costs such as: recording fees, postage costs, copy costs, service costs, court costs, filing fees, paralegal fees, private investigator fees, garnishment fees, etc.
- E. Whenever a collection matter has been referred to a third-party collection agency or an attorney, neither the Board nor any of its agents shall discuss the collection of the account directly with the owner or an owner's agent. All communication shall be between the collector and the owner.

PROCEDURE

1. Once an assessment is more than 30 days delinquent, the Association, or its agent, will send notice to the owner with the amount due and demand immediate payment. The board will thereby notify the owner that from that date forward any and all collection costs incurred to collect the past due balance are imposed against the owner as assessments and will be the responsibility of the owner to pay.
2. Once the assessment is 60 days delinquent, the Association, or its agents, may turn the file over to VF (the association or its agents may place a lien on the property before turning the account over to VF). VF will then:
 - (a) send a demand for payment and notify the owner that a lien will be placed against the property or that it has already been placed; and
 - (b) (if not already done) record a lien against the unit.
3. After the file has been turned over to VF, all contacts with the delinquent owner must be through VF, unless VF gives consent otherwise.
4. If the Assessment is still not paid after 30 days from VF's notice, VF will send a final letter demanding payment within 10 days. The letter will state that VF may sue the owner to obtain a personal money judgment or foreclose on its lien.
5. If the assessment is not paid after VF's 10 day letter, VF will file suit against the owner or a personal money judgment, to foreclose on its lien, or both.

6. After VF obtains a judgment, it will begin collection of the judgment by any combination of the below:
 - 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; and
 - d. any additional methods authorized by law.

7. At any time after the file has been turned over to VF, and at the discretion of VF, the owner may enter into a payment plan that is secured by a Confession of Judgment or Stipulated Judgment. In order for a payment plan to be accepted the delinquent owner will be required to complete a questionnaire regarding their assets.

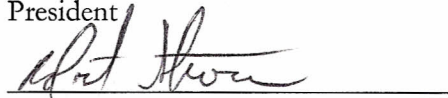
8. All payments made by the owner shall be made to VF. The Association grants VF a limited power of attorney to endorse and deposit checks made payable to the Association or its manager. Funds will be disbursed to the Association as outlined in the Association's representation agreement with VF. When payments are received, they are split 50/50. Fifty percent of the payment is applied to past due assessments and non-attorney related collection charges and fees and fifty percent is applied to attorney related charges and fees. Each payment will be split accordingly until one is paid in full at which point the remainder payments will be applied in full to the remaining balance.

9. Nothing in this resolution prevents the Association from taking any other actions against an owner, including termination of utilities and preventing access from recreational or service facilities at the Condominium

10. A copy of this Resolution will be sent to all owners.



President



Secretary

3/22/12
Date

3/22/12
Date