THE MATTHEW FRANK CONDOMINIUM ASSOCIATION
COLLECTION RESOLUTION
Resolution #2019-001 (Administrative)

WHEREAS, "Declaration" is the Declaration for Matthew Frank Condominium Association, and as may have been or will be amended from time to time; "Bylaws" is Bylaws of Matthew Frank Condominium Association, "Act" is ORS Chapter 100 and "Association" is the Matthew Frank Condominium Association, or any successor incorporated or unincorporated association thereto.

WHEREAS, Assessments, as used in this Resolution, include all amounts validly assessed against a Unit Owner ("Owner"), pursuant to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Matthew Frank Condominium Association (the "CC&Rs"), the Bylaws of Matthew Frank Condominium Association (the "Bylaws"), 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; and cost of collection, including reasonable attorney fees incurred by the Association with the collection of a delinquent Owner's account;

WHEREAS, Article 10.2 of the CC&Rs and Section 2.1 of the Bylaws state that all owners in Association are members of Matthew Frank Condominium Association ("Association") and all Owners are subject to the CC&Rs, the Bylaws, and any other applicable covenants, rules or restrictions;

WHEREAS, Article 6, Section 1 of the By-Laws obligates each Owner to pay annual assessments, special assessments, emergency assessments, limited common area assessments, project assessments, and individual assessments;

WHEREAS, Article 6, Section 7 of the By-Laws provides that all assessments and charges, together with any interest, late charges, expenses or attorneys' fees imposed shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made;

WHEREAS, assessments are currently billed out to Owners on a monthly basis and assessments are due and payable in advance on the 1st day of each month and are considered late on the 10th day after the assessment is due;

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

WHEREAS, the Board deems it in the Association's best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner.

NOW, THEREFORE, IT IS RESOLVED, that pursuant to Article 6, Section 7 of the By-Laws, a late payment fee will be levied against any assessments account which is not paid in full as of the 10th day after the assessment became due. The late payment fee is $30.00 per month and all assessments, fines, special assessments, and any other charges assessed to the owner accrues interest at a rate of 18% interest per annum (calculated on a monthly basis) until paid.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the following steps are 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 ten (10) days from the due date such payment is due, the Association or its designee will 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 following such notice, the Association or its designee will then send the Owner a Notice of Intent to Lien the property. Payment must be received within Ten (10) days to avoid filing of the lien. Any charges to the Association for preparation and sending of the Notice of Intent to Lien are billed to the owner.

3. If assessment remains unpaid after the Notice of Intent to Lien, the Association or its designee will file a Claim of Lien with the appropriate county recorder's office against Owner's property. A letter will be sent 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 may be transferred to the Association's collection attorney or a collection agency within Seven (7) days. The Owner is notified all costs and fees associated with collection efforts will be billed to their account.

4. If the assessment continues to remain unpaid, the account is turned over to the Association's collection attorney. The attorney will then deliver, to the Owner, a demand letter for immediate payment of all amounts owing which will also indicate if the account is not paid in full within thirty (30) days, further collection action will be instituted, including the filing of a lawsuit for money judgment and/or garnishment. The Owner will be liable for payment of charges imposed by the Association's attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date.

5. If any assessment remains unpaid by the Owner thirty (30) days after the initial demand letter from the Association's attorney, the attorney shall send the Owner a ten (10) day demand letter for payment or the attorney, on behalf of the Association, will file suit to either obtain a money judgment or foreclose on the lien, if Board approval is obtained for

this action. 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's intent to file suit with Board approval, the Association's attorney shall file suit for a money judgment, unless the Board, after recommendation by the attorney, determines that lien foreclosure is advisable under the circumstances or that the account is reasonably considered not likely to be collectible. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and a foreclosure, as permitted by applicable law, or may (upon agreement with the Board), close the file if the account is reasonably considered not likely to be collectible.

7. If the Association is successful in obtaining a money judgment, legal counsel shall be authorized to pursue post-judgment actions to collect on the judgment in this order, unless Attorney determines other actions or another order of collection is appropriate under the circumstances or that any particular action is not reasonably likely to result in a favorable collection result: (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, legal counsel shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board. Nothing herein is to be construed as a requirement or authorization for the Association or Counsel to pursue collection efforts in violation of a lawful stay of execution by a Federal Bankruptcy Court or other legal prohibition on seeking an action against the debtor.

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 the Bylaws, the Declaration and/or the Act.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that all contact and/or contracts with the delinquent Owner once the account has been turned over to the Association's attorney shall be handled by the Association's attorney. 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 the attorney, unless the attorney is present or has consented to the contact and/or contract.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Association's collection attorney 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 greater than twelve (12) months shall require approval of the Board of Directors.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Association's attorney, in its initial demand letter, shall communicate to the Owner that the account has been turned over for collection, and that all payments are to be made to the Association, but sent to the Association's attorney until the account has been brought current. The Association's attorney shall receive all payments and forward those payments to the Association or its designee.

NOW, BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the Association and access to and use of recreational and service facilities available to Owners and, after giving notice and an opportunity to be heard, terminate the rights of any Owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.

NOW, BE IT FURTHER RESOLVED, the Declaration and Bylaws of the Association empowers the Association and the Association will suspend Owner's voting rights and the right to use the Common Areas will be restricted when accounts are three (3) months or more delinquent. Any and all suspensions remain in effect until such amounts, plus other charges under the CC&Rs are paid in full, irrespective of whether an Owner has entered into an approved payment plan. For clarification purposes, the term "delinquent" is defined as any amount not paid current after 30 or more days past due.

NOW, BE IT FURTHER RESOLVED, that a copy of this Resolution shall be sent to all Owners at their last known address and will be enforced **30** days from the date of mailing to the membership.

ATTEST:

Print Daniel Knighten

Signature Daniel Knighten, President

Matthew Frank Condominium Association

Print Linda G. Fields

Signature Linda G Fields, Secretary

Matthew Frank Condominium Association

Oct 14, 2019

Date