

**BYLAWS OF
ASHLEY VILLAGE OWNERS ASSOCIATION**

**Amendments Incorporated into Document 2017
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(Note: Items **highlighted in yellow** are the most recent changes)

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BYLAWS OF ASHLEY VILLAGE OWNERS ASSOCIATION

ARTICLE I

DEFINITIONS

Section 1 - Association

"Association" shall mean the Ashley Village Owners Association, a nonprofit corporation organized and existing under the laws of the State of Oregon.

Section 2 - Articles of Incorporation

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association.

Section 3 - Declaration

"Declaration" shall mean the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Ashley Village, recorded in the Deed Records of Clackamas County, Oregon, on June 15, 1995 as Document No. 95 - 03 452 9 as the same may be subsequently amended pursuant to the terms thereof.

Section 4 - Incorporation by Reference

Except as otherwise provided herein, the terms which are defined in Article 1 of the Declaration are used in these Bylaws as therein defined.

ARTICLE II

MEMBERSHIP

Section I - Membership

Every owner of one or more Lots within the Property shall, during the entire period of such ownership, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

Section 2 - Membership List

The Secretary shall maintain at the principal office of the Association a membership list showing the name, address and membership date of the Owner of each Lot. The Secretary may accept as satisfactory proof of such ownership a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board of Directors.

ARTICLE III

MEETINGS AND VOTING

Section 1 - Place of Meetings

Meetings of the members of the Association shall be held at such place convenient to the members as may be designated in the notice of the meeting.

Section 2 - Annual Meeting

The annual meeting of the members for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such hour and on such day during the month of **June through August** of each year as the President may designate, or if the President should fail to designate a date by the first day of February, then at 7:30 p.m. on the last Tuesday in February. The first annual meeting shall be held within 120 days after termination of the Class B membership.

Section 3 - Special Meeting

A special meeting of the Association may be called at any time by the President or by a majority of the members of the Board of Directors. A special meeting shall be called upon receipt of a written request stating the purpose of the meeting from members who are entitled to vote 25 percent of the votes of the membership.

Section 4 - Notice of Meetings

(a) Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 15 nor more than 50 days before the date of the meeting, either personally or by mail **and/or email**, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, with postage fully prepaid thereon, addressed to the member at his most recent address as it appears on the records of the Association.

(b) When a meeting is adjourned for 30 days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

Section 5 – **Quorum**

At any meeting of the Association, members having one-half of the votes entitled to be cast at such meeting, present, in person or by proxy, shall constitute a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a member or members. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. For each such adjourned meeting the quorum shall be reduced by one-fourth of the quorum of the previous meeting.

Section 6 - **Voting Rights**

The Association shall have two classes of voting membership:

1. Class A. Class A members shall be all Owners, including Declarant, to the extent Declarant owns any Lots.
2. Class B. The Class B member shall be the Declarant, its successors and assigns. Class B membership shall terminate upon the happening of any of the following events, whichever occurs earlier: (i) two years after the date of recording of the Declaration or the date of recording of the most recent Declaration annexing additional property to the Declaration, whichever is later; (ii) such earlier date as Declarant may elect to terminate such membership.

Until the Class B membership is terminated as provided above, all voting rights in the Association shall belong to the Class B member, except to the extent otherwise expressly provided in the Declaration. Upon termination of the Class B membership, all voting rights in the Association shall belong to the Class A members. On all matters upon which the Class A members are entitled to vote, each Class A member shall have one vote for each Lot owned by him **or her** within the Property. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 7 - **Joint Ownership**

In any case in which two or more persons share the ownership, the vote or consent of any one or more of such persons shall constitute the vote or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Secretary of the Association and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

Section 8 - **Proxies**

Every member entitled to vote or to execute any waiver or consent may do so either in person or by written proxy duly executed and filed with the Secretary of the Association. No Proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale by the member of the lot or lots upon which the proxy is based.

Section 9 - **Majority Vote**

The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law, by the Declaration, by the Articles of Incorporation, or by these Bylaws.

Section 10 - **Ballot Meetings**

At the discretion of the Board of Directors, any matter which might come before the Association at a meeting, including election of directors, may be determined by proxy ballot, rather than at a formal gathering. Ballots shall be sent to all Owners entitled to vote in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting rights is required by law, the Declaration or these Bylaws. The vote of a ballot meeting shall be determined by the Board of Directors within 48 hours of the deadline for return of ballots. Within 10 days after the ballots have been counted, each Owner shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned. If a quorum of ballots is not returned, the quorum for subsequent mailings of the same ballots shall be reduced as described in Section 5 of this Article.

ARTICLE IV

DIRECTORS: MANAGEMENT

Section I - **Number and Qualification**

The affairs of the Association shall be governed by a Board of Directors composed of three persons who need to be members of the Association. The number of directors may be increased to any number from time to time by amendment of these Bylaws. The interim board shall be composed of one to three directors.

Section 2 - **Interim Board: Turnover Meeting**

Declarant shall have the right to appoint an interim board of one to three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or their successors have been elected by the Owners at the turnover meeting described in this section. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than one hundred twenty (120) days after termination of the Class B membership. At the turnover meeting the interim directors shall resign and three successors shall be elected by the Owners as provided in the Declaration and these Bylaws. If Declarant fails to call the turnover meeting as required by this section, any Owner may call the meeting by giving notice as provided in these Bylaws.

Section 3 - **Election and Tenure of Office**

The interim directors shall serve until their successors are elected. At the turnover meeting of the Association, the members shall elect two directors to serve for two years and one director to serve for one year. Thereafter, the successors to each director shall serve for terms of two years each. All directors shall hold office until their respective successors have been elected by the members. Election shall be by ballot.

Section 4 - **Vacancies**

(a) A vacancy in the Board of Directors shall exist upon the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail at any annual or special meeting of members at which any director or directors are to be elected to elect the full authorized number of directors to be voted for at that meeting.

(b) Vacancies in the interim Board of Directors may be filled by appointment by the Class B member.

(c) Vacancies in the Board of Directors which occur after the turnover meeting may be filled by a majority of the remaining directors even though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the unexpired term and until his successor is elected.

Section 5 - **Removal of Directors**

All or any number of the directors, except interim directors, may be removed, with or without cause, at a meeting of members called expressly for that purpose, by a vote of a majority of the number of votes entitled to be cast at an election of directors. Interim directors may be removed by the Class B member.

Section 6 - **Powers**

The Board of Directors shall exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the members in the Declaration, Articles of Incorporation or these Bylaws.

Section 7 - **Managing Agent or Manager**

On behalf of the Association, the Board of Directors may employ or contract for a managing agent or a manager at a compensation to be established by the Board of Directors. The Board of Directors may delegate to the managing agent or manager such duties and powers as are appropriate to the office.

Section 8 – **Meetings**

(a) Meetings of the Board of Directors shall be held at such place as may be designated from time to time by the Board of Directors or other persons calling the meeting.

(b) Annual meetings of the Board of Directors shall be held without notice immediately following the adjournment of the annual meetings of the members.

(c) Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President or by any two directors.

Section 9 - **Notice of Special Meetings**

(a) Notice of the time and place of special meetings shall be given orally or delivered in writing personally or by mail or telegram at least 24 hours before the meeting. Notice shall be sufficient if actually received at the required time or if mailed or telegraphed not less than 72 hours before the meeting. Notice mailed or telegraphed shall be directed to the address shown on the corporate records or to the director's actual address ascertained by the person giving the notice

(b) Notice of the time and place of holding an adjourned meeting need not be given if such time and place be fixed at the meeting adjourned.

(c) Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 10 - **Quorum and Vote**

(a) A majority of the directors shall constitute a quorum for the transaction of business. A minority of the directors, in the absence of a quorum, may adjourn from time to time but may not transact any business.

(b) The action of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors unless a greater number is required by law, the Declaration, the Articles of Incorporation or these Bylaws.

Section 11 - **Compensation**

No director shall receive any compensation from the Association for acting as such.

ARTICLE V

OFFICERS

Section 1 - Designation and Qualification

The officers of the Association shall be the President, the Secretary and the Treasurer and such Vice Presidents and subordinate officers as the Board of Directors shall from time to time appoint. The President shall be a member of the Board of Directors, but the other officers need not be directors. Any two offices may be held by the same person except the offices of President and Secretary.

Section 2 - Election and Vacancies

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board to serve for one year and until their respective successors are elected. If any office shall become vacant by reason of death, resignation, removal, disqualification or any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board of Directors.

Section 3 - Removal and Resignation

(a) Any officer may be removed upon the affirmative vote of a majority of the directors whenever in their judgment the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

(b) Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided that the Board of Directors may reject any post-dated resignation by notice in writing to the resigning officer. The effectiveness of such resignation shall not prejudice the contract rights, if any, of the Association against the officer so resigning.

Section 4 - President

The President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall be ex officio a member of all the standing committees, including the executive committee, if any, shall have the general powers and duties of management usually vested in the office of President of a nonprofit corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5 - **Vice Presidents**

The Vice Presidents, if any, shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, his duties and powers shall be performed and exercised by the Senior Vice President as designated by the Board of Directors.

Section 6 - **Secretary**

(a) The Secretary shall keep or cause to be kept a Book of Minutes of all meetings of directors and members showing the time and place of the meeting, whether it was regular or special, and if special, how authorized, the notice given, the names of those present at directors' meetings, the number of memberships present or represented at members' meetings and the proceedings thereof.

(b) The Secretary shall give or cause to be given such notice of the meetings of the members and of the Board of Directors as is required by these Bylaws or by law. He shall keep the seal of the Association, if any, and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

(c) If there are no Vice Presidents, then in the absence or disability of the President, his duties and powers shall be performed and exercised by the Secretary.

Section 7 - **Treasurer**

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts and disbursements. The books of accounts shall at all reasonable times be open to inspection by any director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the board. He shall disburse the funds of the Association as may be ordered by the board, shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 8 - **Compensation of Officers**

No officer who is a member of the Board of Directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the members. The Board of Directors may fix any compensation to be paid to other officers.

ARTICLE VI

EXECUTIVE AND OTHER COMMITTEES

Subject to law, the provisions of the Articles of Incorporation and these Bylaws, the Board of Directors may appoint an executive committee and such other committees as may be necessary from time to time, consisting of such number of its members and having such powers as it may designate. Such committees shall hold office at the pleasure of the Board.

ARTICLE VII

MAINTENANCE ASSESSMENTS, RECORD AND REPORTS

Section 1 - Maintenance Assessments

The Association, through its Board of Directors or Managing Agent, shall do the following:

- (a) Assess and collect from every Owner assessments in the manner described in the Declaration.
- (b) From time to time and at least annually, prepare a budget for the Association, estimating the common expenses expected to be incurred with adequate allowance for reserves, determine whether the annual assessment should be increased or decreased and report the same to the membership at the annual meeting and, where appropriate, make adjustments in the assessments.
- (c) Enforce the assessments in the manner provided in the Declaration.
- (d) Keep records of the receipts and expenditures affecting the funds of the Association, maintain an assessment roll showing the amount of each assessment against each Owner, the amounts paid upon the account and the balance due on the assessments, give each member written notice of each assessment at least 30 days prior to the time when such assessment shall become due and payable, and promptly provide any member who makes a request in writing with a written statement of his unpaid assessments.

Section 2 - Records

The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors.

Section 3 - **Inspection of Books and Records**

All books and records of the Association may be inspected by any member, or his agent or attorney, and by any holder of a first mortgage on a Lot for any proper purpose at any reasonable time.

Section 4 - **Certification and Inspection of Bylaws**

The original or a copy of the Bylaws and any amendments thereto, certified by the Secretary, shall be open to inspection by the members and directors in the manner and to the extent required by law.

Section 5 - **Checks, Drafts, Etc.**

All checks, drafts and other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 6 - **Execution of Documents**

The Board of Directors may, except as otherwise provided in the Declaration, Articles of Incorporation or these Bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 7 - **Reports and Audits**

An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all members and to all holders of mortgages on Lots who have requested the same promptly after the end of each fiscal year. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the members. At any time any member or holder of a mortgage may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

ARTICLE VIII

GENERAL PROVISIONS

Section 1 – **Seal**

The Board of Directors may, by resolution, adopt a corporate seal.

Section 2 - **Notice**

All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to members shall be sent to such address as may have been designated by the member from time to time in writing to the Board of Directors, or in the absence of same to such member's last known address.

Section 3 - **Waiver of Notice**

Whenever any notice to any member or director is required by law, the Declaration, the Articles of Incorporation or these Bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.

Section 4 - **Action Without Meeting**

Any action which the law, the Declaration, the Articles of Incorporation or the Bylaws require or permit -the members or director to take at any meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the members or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the members or directors, shall be filed in the records of minutes of the Association.

Section 5 - **Conflicts**

These Bylaws are intended to comply with the Oregon Nonprofit Corporation Act, the Declaration and the Articles of Incorporation. In the case of any irreconcilable conflict, such statute and documents shall control over these Bylaws.

ARTICLE IX

AMENDMENTS TO BYLAWS

Section 1 - **How Proposed**

Amendments to these Bylaws shall be proposed by either a majority of the Board of Directors or by members having one-fourth of the votes of the membership. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

Section 2 - **Adoption**

The proposed amendment may be adopted at a regular or special meeting of the members called for that purpose at which a quorum is present by a majority of the voting power present in person or by proxy at such meeting, provided, however, that those provisions of these Bylaws which are governed by the Declaration or the Articles of Incorporation of this Association may not be amended except as provided in those documents.

Section 3 - **Recording**

Once adopted, such amendment shall be copied in the appropriate place of the Book of Minutes of the Association containing the original Bylaws. If any Bylaw is repealed, the fact of such repeal and the date on which the repeal occurred shall be stated in such book and place.

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Ashley Village Owners Association, an Oregon corporation; that the foregoing Bylaws constitute the original Bylaws of said Association, and that -they were duly adopted at a meeting of the Board of Directors thereof, held effective the (16th) day of (May) , 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name this (16th) day of (May) ,1995

s/ Donald W. Oakley
Secretary

STATE OF OREGON **95-034529**
CLACKAMAS COUNTY
Received and placed in the Public
records of Clackamas County
RECEIPT # AND FEE:
20869 \$205.00 10:06 AM
DATE AND TIME: 06/15/95
JOHN KAUFFMAN,
COUNTY CLERK

RESOLUTIONS

POLICY RESOLUTION #1

Creation and Use of Resolutions

WHEREAS, Article IV, Section I of the Bylaws of the Ashley Village Owners Association charges the board of directors with the administration of the Association; and

AND WHEREAS, in order to exercise its powers and duties as efficiently and effectively as possible, a systematic procedure to reach, record, promulgate, maintain, and administer far-reaching, precedent-setting actions and decisions is needed; and

AND WHEREAS, the board of directors desires that these procedures be fully open and readily accessible to association members and staff;

NOW, THEREFORE, BE IT **RESOLVED THAT the board** shall establish a process of creating and adopting resolutions as follows:

1. When it deems it appropriate, the board shall create one or both of the following types of resolutions in a format that conforms to the model resolution provided in Attachment One:

POLICY RESOLUTIONS which specifically relate to the long-term governance of the association, including but not limited to, actions affecting members' rights of enjoyment, members' obligations, and the protection of the equity of the association and its members, or

ADMINISTRATIVE RESOLUTIONS which deal with the internal structure and operation of the association, including but not limited to, responsibilities of committees, financial procedures, and administration of policies and rules.

2. When a need is identified, the board of directors shall cause a "draft" resolution to be created, which shall be circulated to association members for review and comment.
3. Based on the input received from that review the resolution shall be revised, if appropriate, and recirculated to the members if changes are made.
4. Once the resolution is in a "final" form, the board of directors shall vote to either approve or disapprove it. If it is approved, the resolution shall be "enforceable" by the board of directors within the mandate of its powers and duties to administer the association.
5. A Book of Resolutions that have been adopted by the association shall be maintained by the secretary, who shall provide copies of current and additional resolutions to all association members.

ATTEST:

2/20/97

Date

s/ Donald W. Oakley

Chair (President), Board of Directors

ATTACHMENT ONE

MODEL RESOLUTION FORMAT

ASHLEY VILLAGE OWNERS ASSOCIATION

_____ *[Type: Policy or Administrative]* _____

Resolution Number _____

_____ *[Title of the Resolutions]* _____

WHEREAS, _____ *[One or more paragraphs providing the AUTHORITY for this Resolution]* _____

∴

NOW THEREFORE, BE IT RESOLVED THAT _____ *[One or more paragraphs Describing the SPECIFICATIONS OR ACTIONS that are the results of this resolution]* _____

ATTEST:

Date

Chair (President), Board of Directors

ASHLEY VILLAGE OWNERS ASSOCIATION

ADMINISTRATIVE RESOLUTION NUMBER 1 Assessment and Compliance Payment Policy

WHEREAS, Article IV, Section 1 of the Bylaws of Ashley Village Owners Association grants the general power to conduct the business and affairs of the association to the board of directors of the association; and

WHEREAS, the economic well-being of the association is dependent on the timely payment by lot owners of all assessments, fees and charges payable to the association; and

WHEREAS, it is the board's interest to collect all monies owed to the association, including but not limited to maintenance fees/assessments, special assessments, rules enforcement fees and fines, repairs to common areas where an individual lot owner's responsibility applies, fees charged by those representing or acting on behalf of the association, attorneys fees and costs, and other costs associated with collection of funds on behalf of the association;

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures shall be followed:

1. Invoicing of Annual Fees. Notices of annual Homeowner Association dues shall be mailed to each homeowner on or about the 5th business day after the first day of each year for the calendar year beginning that January.
2. Payment Schedule. The full payment of the annual Homeowner Association dues shall be due on or before the first day of February of each year, except that a homeowner may elect quarterly payments with the following provisions:
 - A. Those homeowners electing to make quarterly payments for calendar year 1997 dues shall notify the Managing Agent of their intent in writing not later March 15, 1997 and shall include, with such notification, the first quarterly payment as specified in 2.B below. In years subsequent to 1997, on or before the first day of February, homeowner shall notify Board of Directors in writing each year of homeowner's election to make quarterly payments for that calendar year and shall enclose payment for the first quarterly payment, as specified in 2.B below, with such notification.
 - B. Each quarterly payment of dues, including the initial payment specified in 2.A above, shall equal four (\$4.00) Dollars plus one quarter of the amount of the total annual dues.

- C. Except for the special provision for the first quarterly payment in 1997 specified in 2.A. above, the four quarterly payments shall be due on or before the following dates each calendar year: February 1st, April 1st, July 1st, and September 1st.
3. Delinquent Accounts, Late Fees and Invoice Charges. Any payments not received in full prior to 15 days after the date due, as specified in 1. A. above, shall be deemed delinquent as of the due date and shall incur a late fee of \$9.00 per month, or any portion of a month, charged against the lot account. In addition, a \$5.00 invoicing charge per lot will apply to each invoice/statement provided to an owner, regardless of amount due, for all matters where the association bills for a delinquent account.
4. Lien Filing. The association reserves the right to file a lien for accounts that are sixty (60) days or more delinquent and which have an balance due of Fifty (\$50.00) Dollars or more. All costs for handling the processing, preparation, recording and satisfying liens shall be paid by the lot owner.
5. Collection/Compliance/Legal Services. In the event the association refers a delinquent account to its attorney for collection or enforcement of the association's rules, Bylaws or Declaration, the lot owner shall be responsible for the association's reasonable attorneys fees, whether or not a lien is filed or a litigation is commenced. If litigation is commenced, the lot owner shall pay the association's reasonable attorneys fees in connection with such litigation, including fees incurred on any appeal. The board of directors may also authorize the collection of funds by other legal means with collection costs to be paid by the lot owner.

AND BE IT FURTHER RESOLVED THAT the association may charge the lot owner, in addition to the above mentioned \$5.00 administrative fee for the preparation and distribution of each late notice and other invoices and notices to lot owners, additional administrative charges for:

1. Fees charged by Managing Agent to collect funds payable to the association;
2. Lot owner or vendor bankruptcy;
3. Foreclosure action or deed in lieu of foreclosure;
4. Notification, filing and satisfying liens;
5. Enforcement of the association's rules, Bylaws, Declaration or policies
6. Litigation (pre-, court and post-);

7. Coordination services and repairs to the association's common areas that result from the acts of lot owners or their tenants or guests;
8. Special projects and items that are not part of the routine activities of the Association and/or as provided in the association's contract with the Managing Agent, provided that such items were approved by the Board of Directors.

ATTEST:

(2/2/97)
Date

s/ Donald w. Oakley
Chair (President), Board of Directors

Recorded in the Book of Minutes: (2/24/97)