

**River View Vista Estates, Inc.
Resolution of The Board of Directors**

COLLECTION OF UNPAID HOA ASSESSMENTS

RECITALS

A. The Board of Directors of River View Vista Estates, Inc. (the “Association”) is charged with the responsibility to establish, assess and collect owner assessments.

B. The Board deems it in the best interest of the Association and the owners to adopt a uniform and systematic procedure for the collection of unpaid assessments that assures that unpaid assessments are timely and efficiently collected to minimize the loss of assessment revenue.

C. To ensure that unpaid assessments are efficiently and effectively collected, the Board of Directors will engage third party collection services “Collection Service” to undertake collection and enforcement of delinquent assessments on behalf of the Association.

NOW, THEREFORE, IT IS RESOLVED that:

I. The rules governing collection of delinquent assessments set forth below be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessment.

II. A copy of this Resolution be sent to all owners at their address as shown in the records of the Association.

ARTICLE I

**AUTHORITY, DUTIES AND OBLIGATIONS
UNDER GOVERNING DOCUMENTS & ACT**

1.1 “**Declaration**” is Declarations, Restrictions, Protective Covenants and Conditions for River View Vista Estates recorded March 8, 1990, as Document No. 90-08170 of Deschutes County, Oregon, including any amendments thereto.

1.2 “**Bylaws**” is the duly adopted Bylaws of River View Vista Estates, Inc., including any amendments thereto.

1.3 “**Act**” is the Oregon Planned Community Act, Oregon Revised Statutes 94.550 to 94.783.

1.4 **Specific Authority and Duties.**

(a) Article II Section 6 of the Declaration, Article III, Section 19(f) of the Bylaws, and ORS 94.630(a) allow the Association to adopt rules.

(b) Article VIII, Section 6 and Article III, Sections 19(i) of the Bylaws authorize the Board to enforce provisions of the Declaration, Bylaws and Rules and Regulations, including action to collect unpaid assessments.

(c) Article VIII, Sections 2 and 6 of the Declaration and ORS 94.630(1)(n) authorize the Board to establish late charges and interest for delinquent assessments.

(d) Article VIII, Section 6 of the Declaration and ORS 94.709(4) authorize the Board, on behalf of the Association, to bring suit to foreclose the lien against the unit.

(e) Article VIII, Section 6 of the Declaration and ORS 94.709(4) authorize the Board to bring an action to obtain a money judgment against an Owner for damages and for unpaid assessments.

(f) ORS 94.709(5) provide that late charges, fines, interest, attorney fees and costs of collection are enforceable as assessments.

1.5 Obligations.

(a) Under Article VIII, Section 2 of the Declaration, owners are obligated to pay assessments.

(b) Assessments are currently due and payable in advance quarterly, unless the owner is enrolled in the ACH monthly debit program, in which case the assessments are collected monthly in advance.

(c) Article VIII, Section 6 of the Declaration specifies that an assessment is delinquent if not paid when due and that late charges are incurred within ten (10) days of its due date.

(d) Under Article VIII, Section 5 of the Declaration and ORS 94.709(1), all assessments, together with interest, attorney fees and costs of collection are a continuing lien on the unit against which the assessments are imposed.

(e) Under Article VIII, Section 6 of the Declaration and ORS 94.630(1)(n), owners are 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, regardless of whether a suit or action is commenced.

ARTICLE II INTEREST LATE FEES AND OTHER COSTS

Pursuant to Section 1.4 above, the following apply to delinquent and unpaid assessments:

2.1 Interest. In accordance with Article VIII, Section 6 of the Declaration, interest at a rate of eighteen percent (18%) per annum shall accrue on all delinquent assessments not paid within thirty (30) days of the due date.

2.2 Late Charge. In accordance with Article VIII, Section 6 of the Declaration, any assessment that is delinquent as set forth in Section 1.5(c) above will be charged a late charge in the amount of ten percent (10%) of the unpaid assessment.

2.3 Other Costs. All costs of collection as set forth in Subsections (a), (b) and (c) of this section are imposed against the owner and are due when incurred in the amounts incurred,

regardless of whether suit or action is commenced. Collection costs include, without limitation, the following:

(a) Management Company Charges. Collection charges imposed by the management company, if included in the contract between the Association and the management company, including reasonable mailing costs, recording fees, time spent for account maintenance, and other similar expenses.

(b) Collection Service Fees. Any Collection Service fees including but not limited to, attorney fees for work performed with respect to the assessment account and other Collection Service costs such as file intake; preparing calculations; consultations and telephone calls with the Association, owners, court, witnesses and other individuals involved in the process; 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 action; and preparing and attending post judgment proceedings. The foregoing shall specifically include attorney fees incurred in any bankruptcy proceeding.

(c) Other Costs. All expenses such as recording fees, postage costs, copy costs, service costs, court costs, filing fees, paralegal fees, private investigator fees, garnishment fees and other similar expenses.

ARTICLE III **PROCEDURE**

3.1 Association Lien. When an assessment is levied against a unit and owner, the Association or an agent of the Association may cause a lien to be recorded in the Records of Deschutes County, Oregon.

3.2 Association Invoice. The Association shall use best efforts to send an invoice for assessments to the most current address provided by the Owner, or to the unit itself, at least 15 days in advance of the due date. A failure to provide fifteen (15) days advanced notice of the assessment or the failure of any owner to receive the notice does not affect either the validity of the assessment or the due date. Owners enrolled in the ACH monthly debit program for payment of assessments will be mailed a statement of the assessment amount annually at least fifteen (15) days in advance of January 1.

3.3 Association Payment Demand Letter. When an assessment is not paid within thirty (30) days of the due date, the Association or its agent shall send the owner a written payment demand letter (“Association Payment Demand Letter”) in substantially the form set forth in attached Exhibit A that includes a:

(a) Statement of the amount due under the assessment account.

(b) Demand for immediate payment.

(c) Notice if the stated amount due is not paid by the turnover date, the assessment account will be turned over to the Collection Service for collection in accordance with the Collection Resolution.

(d) Statement that the owner is responsible for the payment of all costs for collection incurred, as specified in the Collection Resolution, and the costs constitute assessments against the owner and the unit.

3.4 Turnover of Assessment Account to Collection Service.

(a) Subject to Subsection (b) of this section, when an assessment remains unpaid after the turnover date specified in the Association Payment Demand Letter given under Section 3.3 above, Association or its agent shall turn over the assessment account to Collection Service in accordance with the Collection Service Agreement. Collection Service shall proceed as provided in the Collection Service Agreement and this Resolution.

(b) After the assessment account is turned over to Collection Service, all contact and communications with the owner regarding the assessment account must be with Collection Service, unless Collection Service gives written consent otherwise.

3.5 Initial Collection Service Payment Demand; Recording of Lien. When an assessment account is turned over to Collection Service, Collection Service shall:

(a) Initial Collection Service Payment Demand. Send a written demand for payment (“Initial Collection Service Payment Demand”) to the owner. The Initial Collection Service Payment Demand must include a demand that all moneys due under the assessment account be paid within thirty (30) days.

(b) Association Lien. If an Association lien has not been recorded in the Records of Deschutes County, Oregon, prepare an Association lien against the unit and cause the lien to be recorded in the Records of Deschutes County, Oregon.

3.6 Final Collection Service Payment Demand. If the total amount due is not paid by the date stated in the Initial Collection Service Demand Payment under Section 3.5 above, or arrangement for payment made in accordance with Section 3.9 below, Collection Service shall send a final demand letter (“Final Collection Service Payment Demand”) that demands payment of all moneys due under the assessment account within ten (10) days.

3.7 Legal Action. If the assessment, including all costs specified in Section 2.3 above, are not paid by the date specified in the Collection Service Final Payment Demand given under Section 3.6 above, or arrangement for payment made in accordance with Section 3.9 below, Collection Service, on behalf of the Association, may initiate a lawsuit for a personal money judgment against the owner or foreclose the Association lien against the unit.

3.8 Execution/Enforcement of Judgment. After Collection Service obtains a judgment, Collection Service shall begin collection of the judgment by any one or combination of the following:

- (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.

- (d) Any additional methods authorized by law.

3.9 Payment Plans.

(a) Subject to Subsection (b) of this section, a payment plan proposed after the assessment account is turned over to Collection Service must be:

- (1) Approved by Collection Service and the person authorized by the Board of Directors of the Association; and
- (2) Secured by a Confession of Judgment or Stipulated Judgment.

(b) A payment plan approved under Subsection (a) of this section is not effective until a confidential statement of assets form provided by Collection Service is completed and executed by the owner and submitted to Collection Service.

3.10 Payments. After the assessment account has been turned over to Collection Service, all payments must be made to Collection Service.

3.11 Disbursal of Funds. Funds shall be disbursed to the Association in accordance with the Collection Service Agreement.

3.12 Owner Responsibility; Other Remedies.

(a) Owner Responsibility For Payment of Assessments. Regardless of any procedure prescribed under this Resolution, it is the responsibility of the owner to ensure that assessments are paid when due.

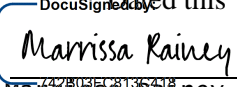
(b) Owner Responsibility To Update Address. It is the sole responsibility of the owner to notify the Association in writing of any change of owner mailing address.

(c) Other Association Remedies. Nothing in this Resolution prevents the Association from taking any other actions against an owner, including termination of commonly billed utilities, preventing the owner from access to recreational or service facilities, and suspending voting rights, if provided under the Declaration, Bylaws, Rules and Regulations, or the Act.

CERTIFICATION OF ADOPTION

The undersigned, Secretary of the Association, hereby certifies that the foregoing resolution is a true record of a resolution adopted by the Board of Directors at a meeting of the Board of Directors held in accordance with the Bylaws of the Association on 7/10/2024.

Dated this 7 day of July, 2024.


MARISSA RAINY, Secretary

Board of Directors
River View Vista Estates, Inc.
An Oregon nonprofit corporation

EXHIBIT A
ASSOCIATION
PAYMENT DEMAND LETTER

[Date]

[Owner]

[Street or PO Box Address]

[City, State, zip]

RE: NOTICE OF UNPAID ASSESSMENTS
DEMAND FOR PAYMENT

Dear[Owner Name]:

The records of River View Vista Estates, Inc. (“Association”) show that your assessment account is now past due. As provided in the Reminder Notice previously mailed to you, the Association, in accordance with the Eagle Crest Master Association (“ECMA”) collection policy, has provided notice to the Eagle Crest Master Association to deny your access to the Resort Sports Center and has provided notice to the facility owner of the Ridge Sports Center and Lakeside Sports Center to deny access to those sports centers as well.

Our records reflect the following amounts due:

Principal Assessments Due:	\$ _____
Accrued Late Charges:	\$ _____
Accrued Interest:	\$ _____
Total Due:	\$ _____

Demand is hereby made for immediate payment in full of the above Total Due. If payment in full is not made within thirty (30) days of the date of this letter, your assessment account will be turned over to the contracted Collection Service for collection in accordance with the Association Collection Resolution and your voting rights will be suspended at that time. A lien will be recorded against your property in the Records of Deschutes County, Oregon.

All charges, including Collection Service company fees, attorney fees, and other costs associated with collection of your assessment account are imposed against you and your lot as provided in the Association Collection Resolution.

NOTICES

I. BEFORE THE END OF THE 30-DAY PERIOD:

[IF APPLICABLE]: You may request a hearing if you disagree with the calculation of the above Total Due. To request a hearing, you may contact the undersigned in writing to voice your challenge. The Board must receive any written challenge of the calculation of these charges no later than the expiration of the 30th day after the date of this letter. If a hearing is not requested by the end of the 30 day period, your right to a hearing is forfeited.

[OPTIONAL]: If you would like to set up a payment plan, arrangements must be made with the contact below before the 30 days expires.

II. LENDER FORECLOSURE:

If a first trust deed or mortgage on your lot is being foreclosed, DO NOT EXPECT that delinquent assessments (including cost and fees) will be paid from the proceeds of the foreclosure sale. Assessments (including costs and fees) that are not paid from the proceeds of the foreclosure sale remain the personal responsibility of the owner. The Association will proceed to collect all moneys owed to the Association by seeking a personal judgment against the owner.

Your prompt payment of the balance due is appreciated. Once payment is received, the Association will give notice to reinstate your use rights to the respective sports centers.

Sincerely,

Appointed Agent of the Association
(Phone number) (Email) (Physical Address)