

APPENDIX O: FEE and FINE SCHEDULE

Resolution No. 1

THE TREE FARM HOMEOWNERS' ASSOCIATION, INC.

**WRITTEN CONSENT OF DIRECTORS
(Fine Schedule)**

The Board of Directors of The Tree Farm Homeowners' Association, Inc., (the "Association"), makes the following findings:

It is in the best interest of the Association that all Owners within The Tree Farm comply with the Declaration of Covenants, Conditions, Restrictions and Easements for The Tree Farm (the "CC&Rs"), the Association Bylaws (the "Bylaws"), the Architectural Design Guidelines, and the The Tree Farm Rules and Regulations (collectively, the "Governing Documents" as may be amended from time to time).

Therefore, in accordance with the CC&Rs and the Oregon Planned Community Act, the undersigned, constituting all the members of the Board of Directors of the Association, adopt the following resolutions:

RESOLVED, that the Schedule of Fines for violations of the Governing Documents attached hereto as **Exhibit A** is hereby adopted as the Schedule of Fines for violations of Governing Documents of The Tree Farm.

RESOLVED FURTHER, that the foregoing resolutions shall be effective as of November 18, 2016.

This consent is executed pursuant to ORS 65.341 and ORS 94.630.

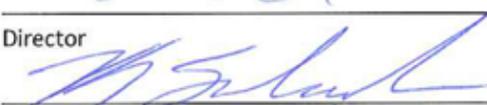
Dated as of: November 18, 2016.



Director



Director



Director



Director

Exhibit A

Schedule of Fines for Violations of Governing Documents of The Tree Farm

The Tree Farm Homeowners Association Fine Schedule Process

Dated : September 2016

The following process and fine schedule shall apply to violations of any of the Governing Documents, as may be amended from time to time (Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Tree Farm, the Association Bylaws, the Architectural Guidelines, and the Association Rules and Regulations). The enforcing body will be the Board of Directors of the Association (the "Board") but may rely on information provided by the Architectural Review Committee (the "ARC"), the ARC Appeals Committee and or any other information deemed relevant by the Board.

1. Notice. A written notice of an alleged violation will be mailed by the Board to the applicable owner. Such notice shall provide the owner with 21 days from the date of the notice to do one of the following:
 - (a) Correct the alleged violation; or
 - (b) Contact the Board and negotiate a timeline for correction; or
 - (c) Request a hearing in front of the Board.
2. Hearing.
 - (a) In the event that the owner elects to request a hearing, the Board shall schedule one within 30 days of receipt of the request and will advise all The Tree Farm owners of the hearing.
 - (b) At the hearing, the owner shall be given a reasonable opportunity to address the Board and to present evidence in support of his or her alleged violation.
 - (c) Any parties opposing the owner's position (such as another owner within The Tree Farm) shall likewise have a reasonable opportunity to address the Board and to present evidence of the alleged violation and/or to counter the evidence provided by the owner.
 - (d) Subject to the foregoing, the balance of the process shall be left to the discretion of the Board.
 - (e) The Board shall have the authority to continue the hearing to a later date to allow for the collection of additional evidence and/or to extend deliberations if the Board deems the same necessary.
 - (f) The Board shall render its final decision in writing within thirty (30) days after the close of the hearing.
 - (g) In the event that the Board rules against the owner, the owner shall have thirty (30) days to correct the violation or be subject to fines and costs as provided in the attached schedule.
 - (h) The owner shall bear his or her own costs and expenses in connection with the alleged violation regardless of the outcome.
3. In the event that the owner does not request a hearing within the thirty (30) day period the Board shall then have immediate authority to impose fines and costs in accordance with the attached schedule.
4. Each violation may be assessed again monthly until the violation has been remedied.
5. In the event that the alleged violation relates to Article VI, Section 6.3 and/or Section 6.6 the owner charged with a violation shall immediately cease construction or other development work until such time as the alleged violation has been resolved, whether through remediation of the violation or a decision in favor of the owner through the hearings process.
6. All fines and costs levied hereunder as well as all costs incurred by the Association in connection with enforcing the CC&Rs against any owner (but specifically excluding costs associated with a hearing for an owner who substantially prevails after such hearing) shall be additional assessments against the applicable owner's lot under the CC&Rs.

7. Any fines levied against an owner shall be payable within thirty (30) days after the date of written notice of the imposition of the fine. If all fines, costs and late fees are not timely paid, they will bear interest from the initial due date at the lesser rate of (i) twelve percent (12%) or (ii) the maximum rate permitted under applicable law. If fines and late fees are not paid within 90 days of the Board's final decision, the Association may place a lien on the owner's lot and may foreclose the same. The owner shall reimburse the Association for all costs associated with the lien, including, without limitation, all foreclosure costs, attorneys' fees and expenses. All fines received by the Board will be deposited in the Homeowner Association's operating account.