



Roth Estates
Homeowner's Handbook

Updated June 2018



Roth Estates Homeowner's Association
501 NE Bridgeton Rd, #8
Portland, OR 97211
rothestates@yahoo.com

Welcome to Roth Estates Neighborhood!

On behalf of every owner in Roth Estates, congratulations on your new home! Roth Estates is a unique, wonderful place to live. We are located adjacent to the river with easy access to boating, bicycling, and walking since we are right on the 40 mile bike loop and near several of Portland's finest public and private golf courses. We have spectacular sunrises and sunsets and beautiful views of both Mount Saint Helens and Mount Hood. The wildlife here consists of blue heron, eagles, hawks, Canada geese, egrets, ducks, an occasional raccoon, skunk, beaver, river otter and coyote.

North Portland Harbor has a rich history, including the 1948 Vanport flood, which led to the construction of the Federal dike, upon which Bridgeton Road is built. Our development now occupies the former site of the Roth Dairy Farm. Several residents have lived or owned property here for up to 50 or more years. This place is difficult for many to leave, since it is so easy to feel as though we are on vacation year-round. We have front row seats to the Christmas Ship Parades and the Fourth of July Vancouver fireworks making those times of the year especially festive.

Roth Estates is a community of 110 attached homes and one commercial building protected by Conditions, Covenants and Restrictions (CC&Rs) and the Oregon Planned Community Act. We own 3.6 acres of common property and have a 5 member Board of Directors. We pay \$100 in annual dues, and each homeowner belongs to the Roth Estates Homeowner's Association automatically upon purchasing homes in our community.

Forms are included in the back of this handbook as masters for Architectural changes, proxy votes and written complaints to the board. It is important that you keep this Handbook updated as new and revised materials arrive in the mail or by email. As a homeowner if your home is a rental it is your responsibility to make sure that your tenants abide by the Roth Estates CC&Rs, Policies and Resolutions. Board Meetings are held every other month on the third Monday in January, March, May, July, September and November. Our annual HOA meeting and election of officers is held in October. Annual HOA dues are mailed in October and due on or before January 15th of the following year. Interested volunteers are always needed and welcomed to serve on the Board or one of the committees.

We hope that this Homeowner's Handbook will help guide you through the Roth Estates Policy and Administrative Resolutions, and beyond. We ask that you please carefully review it. If you should have any questions or concerns, please feel free to contact any one of the Roth Estates Board Members. A current Board contact list is included in this handbook.

Our goal is to preserve, protect and enhance the value of your property, and the quality of your living environment. We look forward to seeing you in our neighborhood!

Sincerely,

Roth Estate Board of Directors

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Homeowner's Handbook

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Roth Estates HOA Board Meetings

Board meetings are held at 7:00 p.m. on the third Monday of every other month.

Meeting location:

**Columbia Community Bible Church
420 NE Marine Drive
Portland, OR 97211**

**Meeting dates are posted on the Roth Estates website homepage.
(<https://rothestates.weebly.com/>)**

Architectural requests and agenda items are due to the board no less than 2 weeks before the scheduled board meeting.

Roth Estates HOA Board Members

Please use the “Contact Us” section on our website to send us messages.

All written communication should be mailed to the following address:

Roth Estates Homeowner’s Association
501 NE Bridgeton Rd, #8
Portland, OR 97211

<u>BOARD MEMBER</u>	<u>TERM</u>
Greg Andrews, President	2017-2018
Joyce Willison, Vice President	2017-2018
Erik Molander, Treasurer	2017-2018
Kim Junkin, Secretary	2017-2018
Member-At-Large – Vacant*	

COMMITTEE CHAIRS

Parking Committee Member – **Vacant***
Landscape Committee Member – **Vacant***
Architectural Committee Member – **Vacant***

**Please contact the board if you would like to volunteer to fill any of the vacant positions listed above.*

Roth Estates HOA Officer's Responsibilities

President

- Set direction and tone for Association and positive example
- Prepare Meeting Agenda
- Preside at all Board and Association Meetings
- Appoint and Supervise all Committees
- Train Directors for future Leadership positions
- Oversee Board Member responsibilities and Committee operations
- Liaison to Attorney
- Work with Attorney on any proposed CCR provisions
- Prepare additions to and maintain Resident Handbook and Board Training Manual
- Perform HOA legal research

Vice President

- Oversee Maintenance of Common Area
- Liaison to Landscape Committee
- Maintain list of Rentals
- Prepare copies of flyers and communications (after Board agreement) and forward to Secretary and Member-At-Large for distribution

Secretary

- Take notes and prepare minutes for HOA and Board Meetings, and send to Board Members as "review" for distribution
- Publish electronic version of meeting minutes, agendas and special meeting notices 10 days prior to next scheduled meeting
- Prepare all Board communication for Homeowners
- Maintain Homeowner Roster (current homeowners and contact information) and distribution lists, and is sole originator thereof
- Maintain book of minutes and resolutions
- Maintain legal records and documents
- Attest to authenticity of all corporate documents
- Check mailbox weekly; distribute to corresponding Board Members
- Check Gmail mailbox weekly; Disburse messages to corresponding Board Members folder, forward messages to Board Member's personal email, and copy President on all forwarded messages
- Maintain website, if applicable

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Treasurer

- Collection and expenditure of assessments
- HOA dues notices and collection
- Maintain financial records
- Review and summarize financial statements, especially status of reserve funds, unusual amount of receivables and payables, and variances of Actual vs. Budget for month and year-to-date
- Approve/sign all reserve checks
- Approve/monitor investment policy
- Monitor delinquencies and advise the Board
- Maintain incorporation with Secretary of State
- File tax returns
- Prepare annual budget
- Maintain bank accounts, deposits and payment of bills
- Provide information to lenders and title companies

Member-At-Large

- Keep Homeowner's handbook current and distribute to new homeowner's
- Distribute Welcome Kit to new homeowners
- Garbage patrol; Issue violation letters, maintain log, and report on issues at Board Meetings
- Distribute hard copy of meeting minutes, agenda and special meeting notices to non-email preferred homeowners and renters

All Board Members

- Attend meetings prepared and informed; read agenda and related material prior to meetings, and be prepared to ask questions
- Maintain professional demeanor
- Support the President as leader
- Put personal issues aside
- Be open and fair
- Maintain confidentiality regarding sensitive issues (i.e. delinquent owners, owners in violation, pending litigation, and persona matters)
- Advise in advance if unable to attend a meeting, and send reports
- Chair a committee

Committees

- Patrols and violation notices
- Forward violations to Yahoo mailbox

Frequently Asked Questions

What is a Planned Community?

A Planned Community is a development where owners commonly own property and collect dues for the maintenance of that property.

Roth Estates is a Planned Community with attached homes, reduced lots and reduced yard sizes. The reduction in lot and yard size requires the existence of our open green space, as per City of Portland Planning Codes.

We each own an undivided portion of this 3.6 acre open green space that is located at the South of our development. It is our “Common Area”. We are each equally responsible, through the Association, to maintain, insure and pay property tax on this land.

Each owner in Planned Community owns the land on which their house sits as well as the exterior and interior of their house.

A Planned Community is a very different choice of living than a single family detached home. Unlike a single family detached home, we share walls with our neighbors and our yards are much smaller and in much closer proximity. Because of our attached houses, we need to coordinate maintenance with our attached neighbors.

In a Planned Community, unlike condominium associates, HOA dues pay for the maintenance and insurance of the Common Area only. All maintenance of homes and yards is paid for and performed directly by owners.

Attached row house living is an attractive and growing choice of living for several reasons: reduced home maintenance, reduced yard maintenance and affordability. Planned Communities include restrictions and responsibilities as well as benefits not found in single-family living. Our homes have protective Conditions, Covenants and Restrictions (CC&Rs) recorded with each property, legally binding the owners to follow the restrictions and legally binding the Association to enforce the restrictions.

As with most of the country, communal living developments in the form of lots, condominiums and attached housing planned communities are being developed at record rates in the Portland area. This is, in part, due to the urban growth boundary and the resulting limited land available for development, but also due to the attractive price points and ease of maintenance. Oregon has recently passed statues (Oregon Planned Community Act 2002) to ensure that our type of development remains a viable choice. All communal housing developments require agreements to facilitate maintenance and protect the investment of owners. Homeowner’s Associations are required to be organized in order to facilitate those agreements, our “CC&Rs.”

Frequently Asked Questions

What is a Homeowners Association?

A Homeowners Association (HOA) is a private, nonprofit corporation. Each owner of a lot in Roth Estates becomes an automatic Member of the Association upon purchasing a home. An HOA is an organization that operates much like a mini-democracy and is responsible for enforcing our governing documents: the CC&Rs and Bylaws. HOAs are made up of 1) Board Members service set terms, 2) Committee that report to the Board and 3) Members of the Association. HOAs are subject to State Laws and Federal Corporation Laws. HOAs are not overseen by City or State bodies. They operate solely from HOA dues. Unlike neighborhood associations, which are bodies of City government, HOAs are not able to apply for or receive City or State funds or grants.

What are CC&Rs? No one showed me these when I bought my house!

Conditions, Covenants and Restrictions (CC&Rs) are a legally binding document recorded with each property in Roth Estates. Our CC&Rs were written by an attorney for the original developer. They are the governing documents of the Association, in essence, our constitution. CC&Rs are a contract between the owners and the Association where the owner agrees to follow the restrictions and the Association agrees to enforce the restrictions. If either fails to do so, there are consequences. Non-complying owners can be subject to fines, liens and foreclosures. Associations that do not enforce the documents are vulnerable to lawsuits for lost property values.

The CC&Rs are in the documents signed or initiated during the closing meeting with the title company for the purchase of our homes. Each owner receives a closing package from the title company that includes the Articles of Incorporations, Bylaws and CC&Rs.

It is the purchaser's responsibility to read all the documents before purchasing a property. Real estate agents and/or title agents have no responsibility to read the documents to purchasers.

Purchasing in a Planned Community with CC&R protections means we have accepted limitations on choice. We are limited in the colors we can paint our homes, in the modifications we can make to the exterior of our homes, limited in the kind of fence we can build, required to weed and maintain our yards and so forth.

These restrictions ensure a good quality of maintenance and some level of consistency in appearance that will help to maintain and hopefully enhance property values. Of equal importance are those restrictions that promote harmonious living in a communal development where people live in close proximity to one another, such as Roth Estates.

What are Bylaws?

Bylaws are the document that describes the legally approved procedures that facilitate the enforcement of the CC&Rs. Our Bylaws were written by our HOA attorney, Howard Feuerstein.

Frequently Asked Questions

In general terms the CC&Rs are the “WHAT TO DO” and the Bylaws are the “HOW TO DO IT”.

What is a Provision?

A Provision is a written restriction or condition in our CC&Rs.

What is an Amendment?

An Amendment is an additional or revised Provision to our CC&Rs. Amendments require the approval of 75% of the lots in Roth Estates. Amendments are recorded with our properties.

What is a Resolution?

A Resolution is a document with and adopted to the Board. It details a systematic procedure to assist the Board in making decisions or taking action as required in our CC&Rs. Resolutions do not require a Member vote of approval. However, it is good practice to distribute Resolutions for Member input prior to Board adoption. Resolutions are the HOW TO DO IT for the Board, for those issues not specifically addressed in the Bylaws. Resolutions are not typically recorded and therefore more easily refined and modified.

Why do we have CC&Rs?

The State of Oregon requires CC&Rs in Planned Communities to provide a means to: 1) collect dues to maintain the commonly owned area, 2) collect dues to maintain insurance, and 3) enforce maintenance controls and appearance controls in order to protect property values.

CC&Rs are essential in developments with attached houses, narrow lots and small yards. The State of Oregon has found that failure from an adjacent owner to maintain property or follow the restrictions of the CC&Rs negatively impacts the value of attached property in a way not found in single family home neighborhoods which have detached homes and yards that provide buffers between lots.

The State recognizes the increased impact on property values and the increased impact on quality of life in attached living communities. They therefore require CC&Rs be implemented to maintain Planned Communities as a viable pattern of living.

Are the restrictions in the CC&Rs legal?

Yes. When we purchased our properties, we contractually accepted limitations on choice as written in the CC&Rs.

Changes to the CC&Rs are made through a 75% vote of approval from the Members.

Frequently Asked Questions

How can I be a Member if I have not signed up for the HOA?

Upon purchasing in a Planned Community with recorded CC&Rs, we automatically became Members of Roth Estates HOA. All owners are Members.

What Common Area are you talking about?

The Roth Estates common area is comprised of 3.6 acres of green space and includes a **slough** (channel of water), **Bioswale** (collection area for our water run off) and **asphalt path**. Please see attached map.

The **slough**, running parallel to Marine Drive, is in conservation zone therefore we cannot remove or plant any trees or vegetation. Dumping debris in the slough carries significant City fines.

The **Bioswale** is located near the West end of the common area and is the holding area for all of the rain drain and runoff water from our development.

The asphalt path runs through the entire green space.

The common area is open to the public.

Each property owner in Roth Estates owns an undivided portion of the green space.

We each pay taxes on the common area in our annual property tax payment. We are each equally responsible, as the Association, for the maintenance of the common area. Grasses must be mowed to prevent fire hazard, trees must be maintained and trimmed to prevent falling branches causing injury to visitors or adjacent property and the asphalt path must be kept free of cracks and uneven surfaces to prevent deterioration or tripping hazards.

The Association is also responsible for maintaining liability insurance on the common area to protect us in the event of an injury claim.

Please visit the common area. It is a portion of your investment!

What are the Responsibilities of the Board?

Board have the duty to enforce the CC&Rs, including collecting dues, ensuring that owners maintain properties, obtaining insurance, and maintaining the landscaping and asphalt path in the Common Area. The State of Oregon grants Boards, as agents of the Association, the power to fine, lien and foreclose properties when owners fail comply with governing documents.

As with all Members of the Association, each Board Member has one vote for all issues that require Member votes. Board Members must follow the same restrictions and procedures as Association Members.

Frequently Asked Questions

Board must follow Oregon Law and the Bylaws in all Board actions, including the manner in which the annual budget is determined, how Association money can be spent, how records are maintained, how meetings are held, and so forth.

What is the difference between Board meetings and HOA meetings?

Board meetings are for the purpose of conducting Board business. HOA meetings are for the purpose of Member questions, discussion or vote on an issue or number of issues, i.e. the annual budget, proposed Amendments to the CC&Rs and so forth.

The State of Oregon requires that all Board meetings be open to Members for observation. In fact, it is illegal for three or more Board Members to meet for the purpose of Board business if the Association Members have not been appropriately notified. In an effort to allow Members as much input as possible on a regular basis, our Board provides time for Members to ask questions or state concerns at the beginning of each Board meeting, (the “Homeowner’s Forum”).

Why attend a Board meeting if all we can do is observe?

This is a personal choice, however attending Board meetings is recommended for several important reasons: to understand how the HOA functions, to see firsthand how the Board is performing, to voice concerns or ask questions during the Homeowner’s Forum.

The Board runs the HOA. It maintains our bank accounts, our insurance and represents our development to lenders – all which impact the value of our homes and how attractive we appear to potential buyers and lenders. Attending meetings is one way to protect our investments.

What are our rights as Members?

Members have the right to propose amendments to the governing documents. Members carry one vote per property and have the right to vote for or against any addition, deletion or change to our governing documents. Members have the power to vote out any Board Member, or an entire Board, that is not protecting property values or is inappropriately spending Association money. Please review the Bylaws for more detailed information regarding Members rights.

What are the obligations and responsibilities of Members?

Since each Member has an obligation to abide by the restrictions and processes in the CC&Rs, each Member has a responsibility to read and become familiar with the documents.

Becoming involved helps ensure the success of the HOA and therefore our investments. Serve on a committee, offer support to the Board, attend meetings, ask questions, write an article for the newsletter, help organize the annual BBQ, volunteer for Board!

Frequently Asked Questions

Why did it take so long to organize the HOA?

Roth Estates was approved as a Planned Community in 1996, one of the first in Portland. The first home was sold in 1997. The HOA was organized in September 2003, nearly 6 ½ years later.

Developers are legally responsible for setting up HOAs in Planned Communities. Our developer not only did not organize the HOA, he did not have all the documents required by Oregon law. Without those documents, owners had no guidance for organizing.

Several things occurred simultaneously in 2003. Houses were of the age that they were beginning to need maintenance and at the same time, the final 20% of the development was at last being completed.

At that time, owners were struggling, with no maintenance agreements and no enforced CC&Rs, to work with their attached neighbors to repaint or deal with repairs and replacement of synthetic stucco. The resulting problems became apparent to many in the community. This was the catalyst for owners to organize the HOA.

During the same period, with the construction of the last 20% of the development, Roth Estates passed the threshold where lenders and insurers require evidence of an operating HOA. Lenders involved in the sale of new homes immediately began contacting the newly elected Board for proof of insurance, balances in accounts, review of our governing documents and so forth.

Since 1996, Planned Communities with CC&Rs have exploded on the Portland real estate market. Lenders and insurers have become increasingly aware of the problems that result from a poorly functioning HOA. Buyers, many who now have had the experience of living in a Planned Community, have become much more discerning, requesting to review documents, minutes, account balances and more.

Our goal is to continue to develop a well-functioning HOA in order to stay competitive with the values of properties in Portland's other Planned Communities, to continue to remain attractive to lenders and insurers and to provide a structure for attached neighbors to work together on maintenance issues.

HOA vs. Owner Maintenance Responsibilities

(See maps on page 15 for further clarification)

HOA Maintenance Responsibilities

PAID FROM HOA ANNUAL DUES

1. **Maintain the landscaping of the 3.6 acres of common area**, including trimming trees, mowing lawn, etc., to prevent fire hazard or injury hazard.
2. **Maintain the slough in the common area.** Meet any City imposed requirements.
 - a. NOTE: The slough is located in a conservation zone, which prohibits, through City statutes, any trimming of trees, dumping of debris or any other disturbance. Violators are punishable by City fine.
3. **Maintain the Bioswale in the common area**, including trimming trees, removing debris, and maintaining drains in operating order.
4. **Maintain the asphalt path in the common area** to prevent tripping or slipping hazards to the public.
5. **Maintain Liability Insurance the common area** to protect the Association against claims for fire damage, injury from falling trees, drowning and so forth.
6. **Maintain Directors and Officers Insurance** to protect the Association from lawsuits against the association and/or theft from the dues fund.

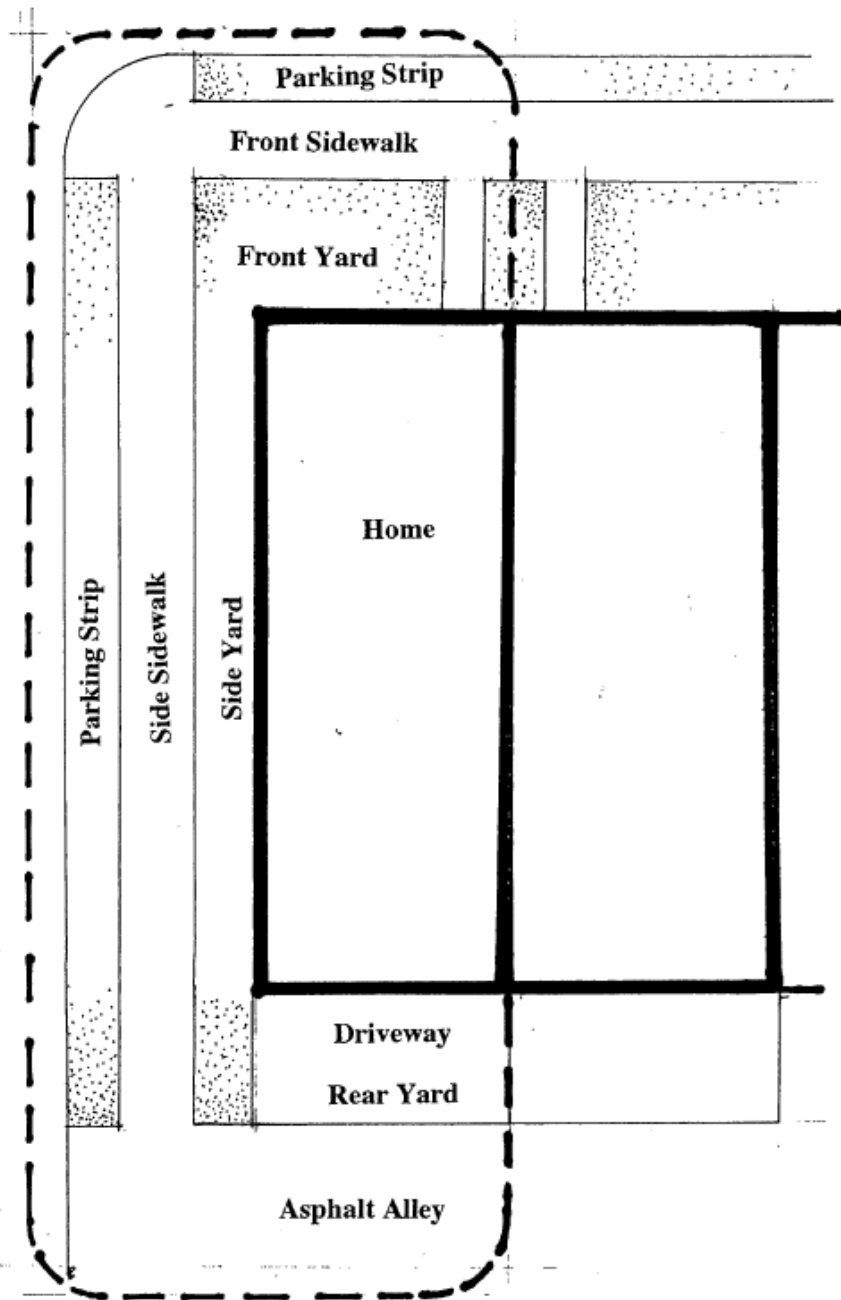
Owner Maintenance Responsibilities

PAID FROM INDIVIDUAL OWNER'S FUNDS OR LABORS

1. **Maintain the interior and exterior of home:** paint, siding, windows, roof, etc.
2. **Maintain asphalt driveways and alleys** to property lines at midpoint of alley.
3. **Maintain landscaping** at front, side and back yards.
4. **Maintain parking planting strips** located adjacent to property and between garages entrances.
5. **Maintain sidewalks** adjacent to property.

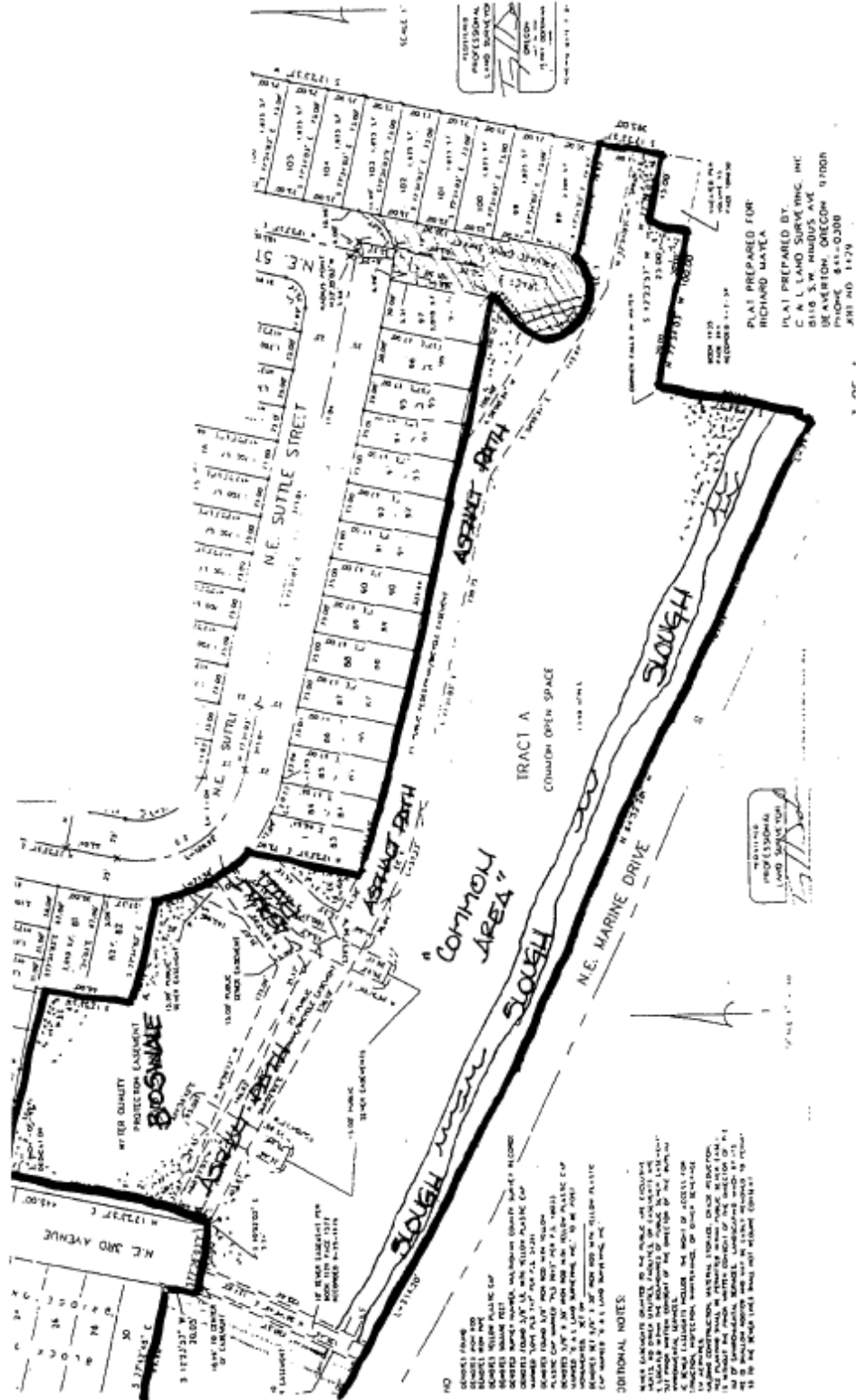
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Area of Homeowner Maintenance Responsibility



Sample Site Plan of Roth Estates Home

Roth Estates Common Area: 3.6 Acre Open Green Space, Asphalt Path, Bio-Swale and Slough



Roth Estates Spring Announcements

Spring is here – it's time to clean-up!

- Yards
- Flower-beds
- Moss
- Driveways
- Sidewalks
- External home repairs

Watch for information about the Bridgeton Neighborhood Annual Spring Clean Up sponsored by the Bridgeton Neighborhood Association and North Portland Neighborhood Services.

Other Business – Per the City of Portland please make sure that no shrubbery, trees, or plants encroach on the sidewalks. When pruning trees please keep in mind that the lowest branch must be 7ft above the sidewalk and no lower than 11ft above the street.

If you are a dog owner leashes must be worn at all times outside your home, and you must clean up all pet messes in the communal areas.

We need additional Board members and Committee members. If you are interested, please email the Board at rothstates2@gmail.com.

REMINDER! In a neighborhood like ours, without monthly association fees for maintenance purposes, we are dependent upon individual residents and owners to maintain their property. We need volunteer committee members to help manage landscape issues that arise. *Please consider a volunteer position!* Any agenda items or Architectural requests must be submitted by the 1st of the month. Refer to page 3 for Board meeting dates.

After Recording, Return To:

Howard M. Feuerstein
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204

Recorded in MULTNOMAH COUNTY, OREGON
C. Swick, Deputy Clerk
C59 6
Total : 46.00 ATMCS
2006-050818 03/21/2006 03:38:03pm

**AMENDMENT TO CONDITIONS, COVENANTS AND RESTRICTIONS
FOR ROTH ESTATES OWNERS ASSOCIATION**

THIS AMENDMENT TO CONDITIONS, COVENANTS AND RESTRICTIONS FOR ROTH ESTATES OWNERS ASSOCIATION, is made this 15th day of March 2006, by ROTH ESTATES OWNERS ASSOCIATION, an Oregon nonprofit corporation (the "Association").

RECITALS

A. The Conditions, Covenants and Restrictions for Roth Estates Owners Association were recorded on March 26, 1996 in the Records of Multnomah County, Oregon as Document No. 96044928 (the "Declaration").

B. Pursuant to Article 8 of the Declaration and ORS 94.590, the owners wish to amend the Declaration.

AMENDMENTS

1. **MAINTENANCE OF STRUCTURES**. Each owner of a lot within Roth Estates shall maintain the owner's lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion not to create a fire or other hazard. Such maintenance shall include, without limitation, exterior painting or staining, repair, replacement and care for exterior siding, including hardy plank, EIFS stucco, cedar siding, brick veneer and exterior trim, windows and glass, deck rails, deck surfaces such as wood, fiberglass and tile, gutters and downspouts, fences, gates and decks, roofs and overhangs, garage doors, exterior doors, brick or stone walls, and foundations and footings. If any owner fails to perform such maintenance within a reasonable time after notice from the Association, the Association may, after notice and opportunity to be heard, (a) impose a fine on such owner in an amount established by a resolution adopted by the board, and (b) perform the necessary maintenance and assess the costs thereof to the owner.

2. **MAINTENANCE AGREEMENT FOR ATTACHED LOTS**. The provisions of this Section 2 shall be applicable to all Attached Lots, except to the extent these provisions are inconsistent with any existing, recorded Maintenance Agreement applicable to such lots.

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2.1 **Definitions.** As used in this Section, the following terms shall have the following meanings:

(a) **“Attached Lots”** means those lots within Lots 1 – 111 of Roth Estates in which the dwellings thereon are attached to an adjoining dwelling or dwellings.

(b) **“Elements”** means water lines, storm sewers, rain drains, footings, foundations, siding, sheathing, trim, windows, roof and overhangs, gutters, rain drains, decks and rails, common walls and common alleys.

(c) **“Party Wall”** means each wall which is built as a part of the original construction of a building which divides two homes, and which is placed on or adjacent to the dividing line between two lots. Party Walls shall consist of stud, blocking, insulation, cement and air space line between the wall board of one unit and the wallboard of another unit in the same building. Party Wall does not consist of the wall board, paneling, tiles, wallpaper and paint of the interior of the Party Wall, which shall be considered part of the unit, the maintenance of which shall be the responsibility of the owner.

2.2 **Obligation to Maintain.** The owners of Attached Lots shall be responsible for the maintenance of the Elements existing in or relating to such lots in a good and attractive condition as required by Section 1 of this Amendment. Such maintenance shall be carried out in accordance with the provisions of this Section 2.

2.3 **Allocation of Costs.** Except as otherwise provided in this Section 2, each owner shall be responsible for the cost of repair of the elements relating to his or her unit.

2.4 **Structural Elements.** Structural elements identified or necessary for internal stability shall not be altered without the analysis and approval of a structural engineer registered in the State of Oregon and by permit by the governing jurisdiction.

2.5 **Party Walls.**

(a) **General Rules of Law to Apply.** To the extent not inconsistent with the provisions of this instrument, the general rules of law regarding Party Walls shall apply thereto.

(b) **Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, the provisions of this Section 2 of this Amendment shall apply with regard to repair or reconstruction of such Party Wall.

(c) **Weatherproofing.** Notwithstanding any other provision of this Amendment, an owner who by his or her negligent or willful act causes a Party Wall or Elements to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, subject, however, to reimbursement and/or contribution from available insurance policies.

(d) **Easements.** Where Party Walls exist, each owner shall have an easement through the Party Wall for the purpose of installing, repairing, replacing or maintaining utility lines, wires, pipes and conduits.

2.6 **Notice of Need for Maintenance and Repair.** Each owner must provide reasonable notice to the other owners when maintenance work is required under Section 2.2 on a building having Attached Lots. All such maintenance shall be agreed to by the owners of at least fifty-one percent (51%) of the Attached Lots within a building in writing before the work commences, except when the Association requires such maintenance in accordance with Section 1 above. A written agreement for work to proceed is binding.

2.7 **Paint and Siding.** Painting, except for touch-up painting, and residing of an entire building must be performed at one time.

2.8 **Roofing.** The roof of the entire building containing attached dwelling units must be replaced at one time.

2.9 **Alleys.** The resurfacing or asphalt replacement for common alleys must be performed at one time for each block sharing a common alley. Each owner must provide not less than 180 days notice to all other owners using the common alley when resurfacing or replacement is required. All work shall be agreed to by owners of fifty-one percent (51%) of the lots sharing the alley in writing, prior to commencement of work, except when the Association requires such repairs or maintenance pursuant to Section 1 above. A written agreement to proceed with work is binding.

2.10 **Insurance.** Each owner of an Attached Lot shall purchase and maintain insurance sufficient to cover any loss relating to the lot and the dwelling unit thereon. Each owner shall also purchase and maintain insurance covering their interest in the Party Wall, where Party Walls exist. Evidence of such insurance coverage shall be forwarded, upon request, to any owner in the building or the board of directors at least ten days before expiration of all previous insurance coverage. If an owner fails to furnish a copy of the appropriate insurance policy or evidence thereof within the time required, the other owners may procure such policy and charge the defaulting owner the cost of the premium. The Association strongly recommends that owners carry personal liability insurance for the full replacement value of their building, to protect themselves against fire or other damage from which they may be found responsible through negligence.

2.11 **Damage or Destruction.**

(a) **Insurance Proceeds Sufficient to Cover Loss.** In the case of fire, casualty or other damage or destruction to the building, the insurance proceeds from the owner's policies, if sufficient to reconstruct the building, shall be applied to such reconstruction.

(b) **Insurance Proceeds Insufficient to Cover Loss.** Subject to the other provisions of this Section 2, if available insurance proceeds are insufficient to reconstruct or repair a damaged or destroyed building, the building, nonetheless, shall be promptly repaired. Any insurance proceeds received by owners from such policies shall be contributed to the repair or reconstruction costs so insured, and each owner shall be liable for his or her share of any

deficiency for such repair or reconstruction not paid from insurance proceeds. However, if 85% or more in value of the building is destroyed or substantially damaged and if 50% or more of the owners within the building wish, and all mortgagees, trustee beneficiaries and land sales vendors agree, and the insurers who have issued the policies on a building allow, a building may not be reconstructed or repaired. In such case, insurance proceeds will be paid to the covered owners after the expenses of demolition, debris removal and lot restoration are paid.

(c) **Architectural Changes After Damage or Destruction.** Reconstruction of a damaged or destroyed building as used in Section 2.2(b) above means restoring the building to substantially the same condition as it existed prior to the fire, casualty or disaster, unless other action is agreed to by the owners of the units in the building and first trust deed holders or land sale contract vendors. In any event, architectural changes must be approved by the board of directors of the Association.

2.12 **Right to Maintain, Repair or Reconstruct Without Consent.** If any building, roofing, repair, reconstruction or other maintenance to the Elements reasonably needs to be done and one or more owners refuses to proceed, such work may be completed by the written agreement of fifty-one percent (51%) or more of the owners of the Attached Lots in the building, with the cost apportioned among all of the owners of such lots as provided in Section 2.3 above.

2.13 **Damage Caused by Owners.** If a lot owner disturbs or damages the Elements or causes damage to another lot due to such lot owner's actions, negligence or failure to maintain his or her own unit, then such lot owner shall be responsible for the entire cost of repairing and restoring the damage so caused.

2.14 **Enforcement of Payment.**

(a) **Creation of Lien and Personal Obligation for Assessments.** Each owner of Attached Lot covenants and agrees to pay his or her share of the costs and expenses of repair and maintenance of the Party Wall and Elements as provided in this Section 2. If any such owner fails to reimburse the other owners for such expenses or fails to reimburse for expenses already related to such repair or maintenance, then all such costs and expenses, together with interest thereon at the rate of 12% per annum, and all other costs, fees and charges allowed by law shall be a lien and charge on the lot and shall be a continuing lien upon the lot against which such costs, expense, repair and related expenses were incurred. Such lien shall exist and be executed, recorded and foreclosed in the manner provided by law. No particular form of lien shall be required as long as it states the names of the parties, identifies the lots, describes the repairs or improvements made, and states the amount of the obligation. Such lien shall be superior to all other liens, except first mortgagees, first deeds of trust or vendor's lien of a land sale contract, property taxes and other liens having a priority. In any foreclosure suit by the owners with respect to such lien, the owner shall be entitled to collect reasonable rent from the defaulting owner or shall be entitled to the appointment of a receiver.

(b) **Other Remedies.** In addition to any other remedies provided herein, and by law, another owner may bring an action at law against the owner personally obligated to pay the same or foreclose a lien upon the lot. No such action shall be a waiver of the

lien of the owner. No owner may waive or otherwise escape liability for his cost and expenses provided herein by nonuse of the Party Wall or abandonment of his or her lot.

2.15 **Right to Contribution Runs with the Land.** The right of any owner to contribution from any other owner under this Amendment, together with the obligation of such other owners to contribute to expenses related to the Party Wall, the Elements or as otherwise required by this Amendment, shall be appurtenant to the land and shall pass to such owners' successors in title.

3. **PEST CONTROL.** Owners must perform reasonable pest control. Any owner, who by his or her negligence or willful act, causes pest infestation on any other lot shall bear the whole cost of furnishing such corrective measures necessary to eliminate and remove such pests.

4. **DECKS AND PORCHES.** Decks and porches may not be used for storage or accumulation of refuse or debris, including but not limited to cardboard boxes, containers, garbage cans, bikes, tools, sofas and other interior furnishings, tents, toilets, manikins, clothing, cleaning supplies, and related items. Exterior seating, furniture and tables, planters, barbeques and related outdoor items are permitted on decks and porches.

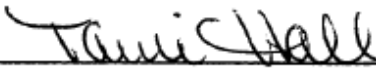
5. **DURATION.** The fourth paragraph of Article 8 of the Declaration is hereby amended to read as follows:

"Duration. The Conditions, Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot which is subject to this Declaration or their successors in interest, for a perpetual term."

6. Except as amended herein, the Declaration shall continue in full force and effect in accordance with its terms.

ROTH ESTATES OWNERS ASSOCIATION,

By:  President

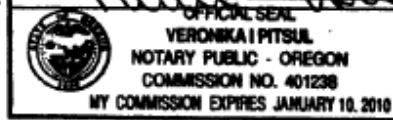
By:  Secretary

CERTIFICATION

The undersigned President and Secretary of the Roth Estates Owners Association hereby certifies that the within Amendment to Conditions, Covenants and Restrictions for Roth Estates Owners Association has been approved and adopted in accordance with the Declaration and applicable law.

By: Geoffrey Hart President

By: Tami Hall Secretary



STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

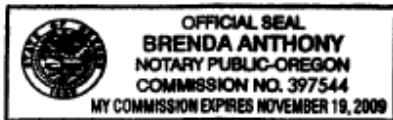
This instrument was acknowledged before me this 15 day of March, 2006, by GEORGEY HART, the President of Roth Estates Owners Association, an Oregon nonprofit corporation, on its behalf.

Veronika Pitsul
Notary Public
My commission expires:
Commission No.: January 10, 2010

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

This instrument was acknowledged before me this 17th day of March, 2006, by TAMI HALL, the Secretary of Roth Estates Owners Association, an Oregon nonprofit corporation, on its behalf.

Brenda Anthony
Notary Public
My commission expires:
Commission No.: 11-19-09



POLICY RESOLUTIONS

New or revised Resolutions will be periodically provided to Members following Member review and Board adoption.

Updated June 2007

**Roth Estates Homeowners Association
Policy Resolution #1
Adoption of Fines and Fine Schedule**

WHEREAS the Oregon Planned Community Act 94.630 sub (1) sub (n) gives the Association the power to: "Impose charges for late payment of assessments and attorneys fees related to the collection of assessments and, after giving written notice and an opportunity to be heard, levy reasonable fines for the violations of the Declaration, By-laws, Rules and Regulations of the Association if the charge imposed or the fine levied is based on a schedule.....that is based on a resolution of the Association or its Board of Directors that is delivered to each lot ."

LET IT BE RESOLVED that the following schedule of fines shall be adopted following the procedure of Notice as required in the By-laws.

Fines to be approved by a majority of the Board.

<u>VIOLATION</u>	<u>Maximum Fine Per Diem</u>
Violation of CC&R's or By-laws	\$100/per day
Late payment of Dues	\$15/per day plus any lien fees/legal fees

Recorded in the Book of Minutes: *Mandi Patten* 11/23/2003

Signed: *[Signature]* 11/18/2003

President, Board of Directors Roth Estates HOA

**Roth Estates Homeowners Association
Policy Resolution #2
Fine Schedule for Non-Payment of Dues**

WHEREAS the Oregon Planned Community Act 94.630 sub (1) sub (n) gives the Association the power to: "Impose charges for late payment of assessments and attorneys fees related to the collection of Assessments and, after giving written notice and an opportunity to be heard, levy reasonable fines for the violations of the Declaration, By-laws, Rules and Regulations of the Association if the charge imposed or the fine levied is based on a schedule... ..that is based on a resolution of the Association or its Board of Directors that is delivered to each lot."

LET IT BE RESOLVED THAT the following fine Schedule applies for non-payment of dues:

Date	Late Fee	Amount Due
Due Date	\$0.00	\$100
Next 15 days	\$2.50/day	\$102.50-\$137.50
Next 15 days	\$5.00/day	\$142.50-\$212.50
Next 15 days	\$10.00/day	\$222.50-\$362.50
Next 15 days	\$15.00/day	\$377.50-\$587.50

After 120 days the accrued amount will be recorded as a lien on the property and continue to accrue at \$15/day until payment has been received. Any filing fees or attorney's fees will also be applied to the outstanding balance.

Recorded in the Book of Minutes: *[Signature]* 1/21 2004
 Signed: *[Signature]* 1/20 2004
 President, Board of Directors Roth Estates HOA

**Roth Estates Homeowners Association
Policy Resolution #3
Installation of Satellite Dishes**

WHEREAS an FCC ruling makes it unlawful to prohibit satellite dishes as stated in our CC&R's,

LET IT BE RESOLVED THAT the Board may impose installation restrictions given they do not incur additional expense for the installer. The following restrictions apply:

1. All satellite dish installations must submit for Architectural Review and be approved by the Board prior to installation.
2. The Board may require an approved installer perform the installation.
3. Dishes are to be installed on rooftops or out of pedestrian view whenever possible.
4. Wires are to match body paint and be run in the least visible manner, to be approved by the Board.
5. In no instance are penetrations to be made in EIFS stucco as a result of Satellite dish installation.

Recorded in the Book of Minutes:  1/21 2004

Signed:  1/20 2004

President, Board of Directors Roth Estates HOA

**Roth Estates Homeowners Association
Policy Resolution #4 (Revised)**

**Adoption of Process for Approval of Exterior Painting
&
Color Approval Guidelines**

WHEREAS the CC&R's, Article 5, paragraph 1 state'no change in exterior color of any structure maintained or erected on any building lot shall be made unless submitted to and approved in writing from the Board. It is the intent and purpose of this Declaration to achieve a high standard of quality of workmanship, and materials and to assure harmony of external design with existing improvements. "

LET IT BE RESOLVED that the following Approval Process and Color Approval Guidelines be followed:

Requests for Exterior Painting

Approval process

1. Prior approval is required for any pending change of color in exterior paint.
 2. Submittals for change of exterior paint color will be approved for groupings of attached units only. Individual units cannot be painted a different color from attached units (except in those groupings where color variation is an original existing condition).
 3. Proposed paint color samples shall be submitted 15 days prior to the commencement of painting.
 4. It is required, prior to the commencement of painting, that each preliminary approved color be applied to the house in an area no smaller than 3' X 3' for body colors or 3 linear feet for trim. Board members shall view paint samples at a mutually agreed date and time for final approval.
- NOTE: It is a common and recommended practice to request painters to paint small areas of selected paint for final approval by owners. Board members and owners should keep in mind that: 1.) colors appear lighter on larger areas. 2.) light reflected off adjacent house colors, landscaping, pavement, water and other elements can change the appearance of color.
5. Any repainting to match original paint color must match the **original** color exactly. Any mismatches or variations from original colors may be found in violation and may be required to repaint.

Note: A record of existing and approved paint color numbers is pending. Owners will be able to obtain paint color numbers from the HOA Board.

Color Selection Guidelines

1. New color selections must be compatible in value to original colors on existing units and the development in general.
2. In order to maintain a visually harmonious development, color selection shall be of muted earth tones and muted grays compatible with those colors currently found in the development.
3. New colors shall be compatible with those elements that remain unchanged: such as vinyl window frames, metal doors, metal deck railing, brick, stucco, garage doors and roof colors.
4. Select colors that are complementary to one another, avoid using colors that are extreme in either hue or value from one another.
5. Keep in mind that dark colors have a shorter life and are difficult to touch-up due to fading.
6. Prohibit the painting of vinyl window frames, metal garage doors, metal deck rails, natural cedar fences or railings, brick or any other unpainted, baked finish or natural element.

NOTE: Use of penetrating sealers and preservatives on natural wood shingles, fences, decks or railings is acceptable.

7. The number and location of colors on a group of attached houses shall be limited to the following:

Each paint-able material on the exterior of a house is allowed to be ONE color. The number of paint colors allowed on a house is limited to the number of paint-able materials existing on the house.

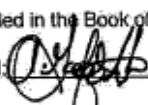

Paint-able materials shall consist of:

1. horizontal siding
2. stucco
3. shingles
4. trim – including door trim, window trim, corner trim, roof eaves, gable lattice, gable trim, trim at joints between materials.
5. Entry doors may be an additional color, but must be compatible with the overall color scheme of the houses and must be presented to the board for approval. Door color may vary from unit to unit, but must be subtle, compatible changes.

8. Groupings of houses without an original color change between units are prohibited from changing color from unit to unit. Those groupings with original variation in color between units are exempted as they were originally designed for color changes between units.

NOTE: Existing attached houses with original color changes between units were designed with trim elements located between houses to create a separation for color change. This condition exists on both the front and rear facades. Homes without original color changes were not designed for color change between units and do not have the consistent condition of trim elements located between units allowing for a separation between colors.

9. All exterior paint shall be of flat or satin sheen. Approved door paint color shall be of satin sheen.

Recorded in the Book of Minutes: 9/20/05 2004
Signed:  9/20/05 2004  9/20/05
President Board of Directors Bath Estates HOA

**Roth Estates Homeowners association
Policy Resolution #5
Fine Schedule**

WHEREAS Article 1 Paragraph 8 of Roth Estates CC&R's grants the Board of Directors the power to enforce the Covenants and, to protect community harmony by providing guidelines and a procedure for addressing conditions that disrupt that harmony,

LET IT BE RESOLVED THAT the following Schedule of Fines will be adopted:


1. The Board of Directors is authorized to enforce timely assessment payments from owners, compliance with provisions and other policies enacted in accordance with the governing documents and Oregon State Law by assessing monetary penalties against owners who are in violation.
2. Owners will be given written notice of violations and 14 days to make the requested corrections or challenge the violation.
3. Fines for specific offenses are as follows:


<u>Provisions</u>	<u>Fines</u>	
Roth Estates CC&R's:		
Article 4		
Paragraph 1 Lots used for residential purposes only (lot 111 exempt)	\$100 per occurrence,	\$10/day until corrected
Paragraph 2 Building Size: lot floor area to be minimum of 1200 sq ft	\$100 per occurrence,	\$10/day until corrected
Paragraph 3 No noxious odor or noise disturbing neighborhood	\$50 per occurrence,	\$10/day until corrected
Paragraph 4 No Temporary Structures, Recreational Vehicles	\$25 per occurrence,	\$10/day until removed
Paragraph 5 No Signs in public view ("for rent" & "for sale" allowed)	\$25 per occurrence,	\$10/day until removed
Paragraph 6 No Fences w/o board approval	\$50 per occurrence,	\$10/day until removed
Paragraph 7 No Breeding of Animals/Livestock/No off leash dogs	\$10 per occurrence,	\$10/day until removed
Paragraph 8 No Antennas/Satellite dishes w/o board approval	\$25 per occurrence,	\$10/day until corrected
Paragraph 9 No Roof material changes	\$100 per occurrence,	\$10/day until corrected
Paragraph 10 No debris/junk in yards. No trashcans past pickup day	\$25 per occurrence,	\$10/day until removed
Paragraph 11 All new utilities to be underground installation only	\$100 per occurrence,	\$10/day until corrected
Paragraph 13 No Vehicles in Disrepair	\$50 per occurrence,	\$10/day until removed
Paragraph 14 No Exterior lights in yards/drive w/o board approval	\$50 per occurrence,	\$10/day until removed
Paragraph 15 No Mail and Newspaper Boxes w/o board approval	\$25 per occurrence,	\$10/day until removed
Paragraph 16 Landscaping Maintenance Violations		\$10/day until corrected

Article 5

Paragraph 1 Architectural Review: alterations w/o approval \$100 per occurrence, \$10 day until corrected

3. Appeal Process Any Owner receiving a fine who believes no violation occurred, may submit a written explanation to the Board of Directors. The owner will be given an opportunity for a hearing and no enforcement fee will be imposed until after the hearing.

Recorded in the Book of Minutes: 10/21, 2004 

Signed:  10/21, 2004

 President - Board of Directors

**Roth Estates Homeowners Association
Policy Resolution #6
Guidelines for Architectural Approval**

WHEREAS Roth Estates CC&R's, Article 5, Paragraph 3 "Procedure" gives the Board the power to adopt design guidelines on which to base it's decisions for architectural review,

LET IT BE RESOLVED that the following guidelines shall be followed:

In accordance with the CC&R's it is the intent and purpose of these guidelines to achieve a high standard of quality of workmanship and materials and to assure harmony of external design with existing improvements.

"Architectural Elements" shall include, but are not limited to: siding, stucco, brick, shingles, lattice, trim, windows, doors, decks, deck rails, deck privacy walls, flashing, roofing, gutters and downspouts, door hardware, address numbers, lighting, door bells, hose bibs, foundations, vents, fences and retaining walls.

1. Alterations or additions to Architectural Elements on any face of the exterior of homes must be consistent with the quality, design and color of the external design of the existing improvements of the development.
2. The Architectural Elements of attached units must be an exact visually match on the front facade of the units.
3. No alteration or additions shall be approved on the front facade of a single unit unless all attached units are making the alteration at the same time.

Note: the one exception to #3 is for the approval of a storm/screen door, which may be approved for one owner at a time. All storm/screen doors shall be a white frame with a clear glass and/or screen insert, matching the appearance of existing glass deck doors in the development: Pella "select" storm door model number 6000 or equal.

4. The Architectural Elements of attached units must match as close as possible on the side and rear facades of the units.
5. Approved alterations and/or additions to the rear or side of a home shall set a standard for the remaining attached homes. For example, an approved fence, gate, deck or trellis is the standard to be matched by the remaining attached units. All future alterations must match the previously approved alteration as closely as possible, therefore a written 51% vote of approval from the attached owners is required prior to submittal for board review.
6. Variations in Architectural Elements from one building of attached units (including duplexes, 3-plex, 4-plex and so on) to another building may be approved following guideline "#1."
7. It is the goal of the board to bring existing non-complying elements into compliance at the time of repainting, siding repair, fence repair, door replacement, or sale of the unit.

Recorded in the Book of Minutes: 9/20, 2005

Signed:  9/20, 2005

President - Board of Directors

 9/20/05

**Roth Estates Homeowners Association
Policy Resolution #7
Guidelines for Landscape Maintenance**

WHEREAS Article 1, Paragraph 8 of the Roth Estates CC&R's grants the Board of Directors the power to enforce the Covenants and, to protect community harmony by providing guidelines and a procedure for addressing conditions that disrupt that harmony.

AND WHEREAS, Article 4 of the Roth Estates CC&R's states: "Landscaping. The owner of each lot shall be responsible for the maintenance of the landscaping on his property in a manner and frequency consistent with good property management. This duty includes, but is not limited to performing reasonable and proper weeding, irrigation, mowing of lawns, maintaining of ground covers, controlling pests and plant diseases, cleaning, pruning, fertilizing and replacement of destroyed or diseased plant materials. Two or more owners may, if they elect, jointly contract with others for the performance of any of the landscape duties."

AND WHEREAS, Administrative Resolution #7, Revised, outlines the duties of the Landscape Committee in this regard.

LET IT BE RESOLVED that the following landscape guidelines shall be followed, until more specific guidelines are presented by the Landscape Committee:

- Landscaping and vegetation shall be watered, pruned, cut, and maintained by and large weed-free according to good landscape practice and in good appearance. Volunteer material (seedlings, etc.) is to be removed.
- Each Owner shall provide for the timely replacement of lost plants, bark dust or ground cover. Generally, all ground cover must cover the entire ground – or spread within one growth season to accomplish this.
- The landscape is to be composed of environmentally responsible plant materials, e.g. drought resistant and not invasive. The plant quality and size is guided by generally accepted horticultural standards (which can be obtained through a licensed landscape contractor or a local nursery specializing in landscape architecture and design). Native plants are preferred.
- Trimming and pruning of plants shall be performed as needed to prevent an overgrown look. Landscaping, trees and vegetation shall be pruned to avoid obstruction of the public sidewalk, street or alleyway.
- All planting areas should be properly maintained at all times, and, after the first frost, all affected material should be removed. At the end of the growing season, all dead plants should be removed. Ground cover over bare earth is encouraged to prevent soil erosion and as weed control.

Adopted: 5/10/07

Policy Resolution #7

- All debris, clippings, etc. must be properly removed from lawns, driveways, sidewalks, streets, etc. Hosing, raking or blowing materials into the street and into the storm water management system is not permitted.
- If a street tree is planted on or adjacent to any Owner's Lot, the Owner shall be responsible to maintain the tree and promptly replace it should it become diseased or die. Please contact the Landscape Committee. They can recommend replacement tree species as suggested by the city and/or county for your particular situation.

Recorded in the Book of Minutes: 5/15, 2007 *Tammi Hall*

Signed: May 15, 2007



President - Board of Directors

Adopted: 5/10/07

Policy Resolution #7

ADMINISTRATIVE RESOLUTIONS AND REVISIONS

New or revised Resolutions will be periodically provided to Members following Member review and Board adoption.

Updated June 2007

Roth Estates Homeowners Association
Administrative Resolution 1
Creation & Use of Resolutions

WHEREAS Section 4.5 of the By-laws grants the Board of Directors the power to conduct association business. To effectively exercise that power, a process is needed to administer the more complex aspects of that business. The resolution process is a reasonable way to identify, define and administrate those aspects.

LET IT BE RESOLVED that the Board establishes the Resolution Process as follows:

1. As appropriate, the Board shall adopt Resolutions in one of two forms:

POLICY RESOLUTIONS relate to governing the Association, including but not limited to, actions affecting the members' rights of enjoyment and obligations, and the protection of the Association and members' equity.

ADMINISTRATIVE RESOLUTIONS deal with the Association's operation, including but not limited to, committee responsibilities, financial procedures, and policy and rules administration.

2. All resolutions shall conform to this Model Resolution format:

Roth Estates Homeowners Association
(Type: Policy or Administrative) Resolution number _____
(Title of Resolution)

WHEREAS (one or more paragraphs providing the authority for this Resolution)

LET IT BE RESOLVED THAT (one or more paragraphs describing the Resolution)

Recorded in the Book of minutes: _____ 200____
Signed _____ 200____
President-Board of Directors

3. When a need is identified, the Board of Directors will circulate a "draft" resolution to Association member for review and comment.

4. Based on the member input received, the Resolution may be revised by the Board and, if appropriate, be re-circulated to the members.

5. Once the Resolution is in a "final" form, the Board of Directors will vote to either approve or disapprove it. If it is approved, the Resolution will be enforceable by the Board of Directors within the mandate of its Association powers and duties.

6. A Book of Resolutions adopted by the Association will be maintained by the Secretary and copies provided to all Association members.

Recorded in the Book of Minutes 11/23, 2003 *Shudi Ret*

Date: 11/18, 2003

[Signature]

President-Board of Directors

Roth Estates Homeowners Association
Administrative Resolution #2
Treasurer's Committee

WHEREAS, the CC&Rs and By-Laws give the Board of Directors the power to appoint committees.

LET IT BE RESOLVED THAT a treasurer's committee will be appointed to assist the Treasurer of the Board with duties as required.

The committee will be made up of not less than one and not more than two members and shall serve a one-year term.

Committee members shall not have the authority to sign checks or to vote on the Board.

Recorded in the Book of Minutes: David Roth 11/27 2003

Signed: [Signature] 11/18 2003

President, Board of Directors Roth Estates HOA

Roth Estates Homeowners Association
Administrative Resolution #3
Parking Review Committee

WHEREAS, the CC&Rs and By-laws give the Board of Directors the power to appoint committees.

LET IT BE RESOLVED THAT a Parking Review Committee shall be appointed. The Committee shall be Chaired by a Member of the Board. Committee members shall serve one-year terms.

The duties of the committee will include enforcing Article 4 "Recreational Vehicles.....no trailer, camper, boat trailer or equipment or vehicle other than passenger cars, panel or pickup trucks, may be stored or parked permanently outside of a garage or shelter without written permission from the Association." And "Vehicles in Disrepair. No owner shall permit any vehicle which is inoperable or in an extreme state of disrepair to be abandoned or to remain parked outside of a garage for a period in excess of 72 hours." The committee shall also enforce City of Portland regulations prohibiting blocking of sidewalks by vehicles, parking vehicles for more than 24 hours on a public right-of-way and all other City regulations regarding illegal parking.

Committee shall follow the notice procedure as required in the By-laws of the Association.

Committee Chair shall provide a monthly report noting violations and corrections. Committee shall maintain records of violations, notices and fines.

Fines may be imposed by the Board.

Recorded in the Book of Minutes: Judi Roth 11/23 2003

Signed: [Signature] 11/18 2003

President, Board of Directors Roth Estates HOA

**Roth Estates Homeowners Association
Administrative Resolution #4, Revised
Architectural Review Committee**

WHEREAS, the CC&Rs and By-laws give the Board of Directors ("the Board") the power to appoint committees,

LET IT BE RESOLVED THAT an ARCHITECTURAL REVIEW COMMITTEE ("ARC") shall be appointed by the Board. The Board shall appoint, by vote, the Chairperson of the ARC at the September Board meeting. The Chair shall be elected or re-elected annually. The ARC Chairperson shall appoint no less than two additional members. ARC members shall be appointed or re-appointed annually.

The duties of the ARC shall include enforcing Article 5 of the CC&R's: ARCHITECTURAL REVIEW, paragraphs 1: "Architectural Review", 2: "Architectural Review Committee, 3: "Procedure", 4: "Board Discretion", 5: "Liability", 6: "Non-waiver", 7: "Appeals", 8: "Effective Period of Consent". The ARC shall follow the Board adopted Resolutions, subject to revision by the Board: Policy Resolution #3 "Installation of Satellite Dishes", #4 "Process for Approval of Exterior Painting and Color Guidelines, #6 Board Guidelines for Architectural Approval. The ARC shall follow any future Architectural Resolutions approved by or revised by the Board.

The ARC shall inspect lots 1-111 no less than once per month, or as directed by the Board, for violations. The ARC shall follow the response and violation notice procedure as required in the By-laws of the Association. The ARC shall notify the Board immediately when either a fine is applicable, or an appeal is filed.

The ARC shall issue violation letters substantially in the form previously approved by the Board and attached hereto as Exhibit A.

Architectural violation fines (according to Policy Resolution #5, revised) and any resulting liens shall be enforced by the Board.

The ARC Chair shall provide to the Board, at the monthly Board Meeting, a written monthly report of requests, responses, violations and corrections. The ARC shall provide copies of all correspondence, sent and received, to the Board in addition to the report.

The ARC shall maintain records of all requests, response letters and violation letters. ARC records shall be made available for homeowner ("owner") review upon 24 hour notice. The Board shall maintain a second set of records of ARC letters and reports for Board and owner reference.

The ARC may meet privately and without public notice in order to conduct ARC business. ARC decisions shall be by majority vote. ARC shall keep minutes for all meetings and submit them to the Board monthly or as necessary.

ARC deliberations and decision processes shall be conducted without Board recommendation in order to preserve the right of owners to appeal ARC decisions to a second body, the Board.

Revised 5/10/07

Administrative Resolution #4, Revised

One Board member shall act as ARC liaison. The liaison shall attend ARC meetings and be included in all ARC communications. The liaison is the link for direction, support and feedback between ARC and the Board.

Any owner adversely affected by an action by Committee may appeal such action to the Board. Appeals shall be made in writing within fourteen (14) days after the Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board within fifteen (15) working days after receipt of such notice.

A hearing shall be set by the Board in accordance with the CC&Rs when an ARC decision is appealed. During an ARC appeals hearing, the Board shall first hear the basis for the ARC decision or violation notice from the ARC chair, and secondly hear the basis for the objection to the ARC decision or violation from the affected owner. The Board shall follow Article 5 of the CC&Rs and any relevant Resolutions in finding their decision. Appeal decisions shall be made by majority vote.

Recorded in the Book of Minutes: 5-15 2007 *Taini Hall*

Signed: May 15, 2007



President-Board of Directors

EXHIBIT A TO ADMINISTRATIVE RESOLUTION #4, REVISED

Roth Estates Homeowner's Association
501 NE Bridgeton Rd., #8
Portland, OR 97211
rothestates@yahoo.com

<Date>
<Name of Homeowner>
<City, State, ZIP>

Dear Homeowner:

It has come to our attention that your tenants at <address> are in violation of Article 5 of the Roth Estates CC&Rs, specifically the section entitled "Architectural Review" (page 7). That section sets out the following:

"No building, fence, wall or other structure shall be commended, erected, placed, altered or maintained on any Building Lot by an Owner until the design plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the same shall have been submitted to and approved in writing by the Board. No change in the exterior color of any structure erected or maintained upon any Building Lot shall be made unless submitted to and approved in writing by the Board. It is the intent and purpose of this Declaration to achieve a high standard of quality of workmanship and materials and to assure harmony of external design with existing improvements."

Nature of Violation: <description of violation>

Proposed Sanction: An initial fine of \$100 plus \$10 per day until corrected (per Policy Resolution #5 revised).

Suggested plan to correct: <how can they fix it?>

Response: YOU MUST RESPOND TO THIS LETTER OR A FINE WILL RESULT. You may either:

1. Correct the situation immediately and advise the Committee that you have done so (thus avoiding a fine), or
2. Provide the Committee with an appropriate plan of action in writing within fourteen (14) days, or
3. If you believe no violation occurred, you have fourteen (14) days from the date of this letter to present a written request for a hearing before the Board.

Thank you for helping the Association to promote a harmonious living environment.

Sincerely,

Roth Estates Landscape Committee

Roth Estates Homeowners Association
Administrative Resolution #5
Reimbursable

WHEREAS the By-laws give the Board of Directors the power repay vouchers up to \$1000 in Article 6.5.

LET IT BE RESOLVED THAT the following procedure shall be followed for the reimbursement of vouchers up to \$1000:

1. Members shall fill out petty cash forms with accompanied receipt.
2. The Receipt shall be submitted at the monthly board meeting
3. The president shall review and sign the receipt
4. The receipt shall be deposited with the Treasurer
5. The Treasurer shall write a check of reimbursement within 5 days.

Recorded in the Book of Minutes: *Dudie Rite* *1/21* 2004

Signed: *[Signature]* *1/20* 2004

President, Board of Directors Roth Estates HOA

Roth Estates Homeowners Association
Administrative Resolution #6
Board Election Schedule

WHEREAS the By-laws give the Board of Directors the power to elect new Board Members in Article 4.2.

LET IT BE RESOLVED THAT the following schedule shall be followed for election of new Board Members:

1. Board Members shall be nominated for expiring positions by any Member of the Association by the August Board meeting date.
2. New Board Members shall be elected by the Board at the September Board Meeting.
3. Incoming Board Members shall be "in training" for 3 months.
4. "In training" Board Members shall be mentored for 2 months by retiring Board Members, this shall include being copied on all transactions, trained in specific duties through personal observation, and provided all appropriate documents and records.
5. "In Training" Board Members shall perform all duties during third month with retiring Board Member available for questions and clarification as needed.
6. New Board Members formally take over duties January 1, after election date.

Recorded in the Book of Minutes: *[Signature]* 1/21/2004

Signed: *[Signature]* 1/22/2004

President, Board of Directors Roth Estates HOA

**Roth Estates Homeowners Association
Administrative Resolution #7, Revised
Landscape Committee**

WHEREAS, the CC&Rs and By-laws give the Board of Directors (the "Board") the power to appoint committees,

LET IT BE RESOLVED THAT a LANDSCAPE COMMITTEE ("Committee") shall be appointed by the Board. The Board shall appoint, by vote, the Chairperson of the Committee at the September Board meeting. The Chair shall be elected or re-elected annually. The Committee Chairperson shall appoint no less than two additional members. Committee members shall be appointed or re-appointed annually.

The duties of the committee shall include enforcing Article 4 of the CC&Rs: "Use of the Properties," paragraph 17: "Landscaping. The owner of each lot shall be responsible for the maintenance of the landscaping on his property in a manner and frequency consistent with good property management. This duty includes but is not limited to performing reasonable and proper weeding, irrigation, mowing of lawns, maintaining of ground covers, controlling pests and plant disease, cleaning, pruning, fertilizing and replacement of destroyed or diseased plant materials...."

The Committee shall inspect lots 1-111 no less than once per month, or as directed by the Board, for violations. The Committee shall follow the response and violation notice procedure as required in the By-laws of the Association. The Committee shall notify the Board immediately when either a fine is applicable, or an appeal is filed.

The Committee shall issue violation letters substantially in the form previously approved by the Board and attached hereto as Exhibit A.

Landscape violation fines (in accordance with Policy Resolution #5, Revised), and any resulting liens, shall be enforced by the Board.

The Committee Chair shall provide to the Board, at the monthly Board Meeting, a written monthly report of landscape requests, landscape responses, violations and corrections. The Committee shall provide copies of all correspondence, sent and received, to the Board in addition to the report.

The Committee shall maintain records of all requests, responses, and violation-related correspondence. Committee records shall be made available for homeowner ("owner") review upon 24 hour notice. The Board shall maintain a second set of records of Committee letters and reports for Board and owner reference.

The Committee may meet privately and without public notice in order to conduct committee business. Committee decisions shall be by majority vote. Committee shall keep minutes for all meetings and submit them to the Board monthly or as necessary.

Committee deliberations and decision processes shall be conducted without Board recommendation in order to preserve the right of owners to appeal Committee decisions to a second body, the Board.

Revised May10, 2007

Administrative Resolution #7, Revised

One Board member shall act as Committee liaison. The liaison shall attend Committee meetings and be included in all Committee communications. The liaison is the link for direction, support and feedback between Committee and the Board.

Any owner adversely affected by an action by Committee may appeal such action to the Board. Appeals shall be made in writing within fourteen (14) days after the Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board within fifteen (15) working days after receipt of such notice.

A hearing shall be set by the Board in accordance with the CC&Rs when a Committee decision is appealed. During a Committee appeals hearing, the Board shall first hear the basis for the Committee decision or violation notice from the Committee Chair, and secondly hear the basis for the objection to the Committee decision or violation from the affected owner. Appeal decisions shall be made by majority vote.

Recorded in the Book of Minutes: 5-15, 2007

Tammi Hill

Signed: May 15, 2007



President - Board of Directors

EXHIBIT A TO ADMINISTRATIVE RESOLUTION #7, REVISED

Roth Estates Homeowner's Association
501 NE Bridgeton Rd., #8
Portland, OR 97211
rothestates@yahoo.com

<Date>
<Name of Homeowner>
<City, State, ZIP>

Dear Homeowner:

It has come to our attention that your tenants at <address> are in violation of Article 5 of the Roth Estates CC&Rs, specifically the section entitled "Landscaping" (page 7). That section sets out the following:

"The owner of each lot shall be responsible for the maintenance of the landscaping on his property in a manner and frequency consistent with good property management. This duty includes, but is not limited to performing reasonable and proper weeding, irrigation, mowing of lawns, maintaining of ground covers, controlling pests and plant diseases, cleaning, pruning, fertilizing and replacement of destroyed or diseased plant materials. Two or more owners may, if they elect, jointly contract with others for the performance of any of the landscape maintenance duties."

Please immediately notify the occupants of this violation and ensure the violation is corrected.

Nature of Violation: <description of violation>

Proposed Sanction: \$10 per day until corrected (per Policy Resolution #5 revised).

Response: YOU MUST RESPOND TO THIS LETTER OR A FINE WILL RESULT. You may either:

1. Correct the situation immediately and advise the Committee that you have done so (thus avoiding a fine), or
2. Provide the Committee with an appropriate plan of action in writing within fourteen (14) days, or
3. If you believe no violation occurred, you have fourteen (14) days from the date of this letter to present a written request for a hearing before the Board.

Thank you for helping the Association to promote a harmonious living environment.

Sincerely,

Roth Estates Architectural Committee

Roth Estates Homeowners Association
Administrative Resolution #8
Trash/Refuse Committee

WHEREAS, the CC&Rs and By-laws give the Board of Directors the power to appoint committees.

LET IT BE RESOLVED THAT a Trash/Refuse Committee shall be appointed. The Committee shall be Chaired by a member of the Board. Committee members shall serve a one-year term.

The duties of the committee will include enforcing Article 4: "Garbage. "No trash, garbage, ashes or other refuse, junk vehicles, underbrush or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on the Properties. Trash, garbage or other waste shall be kept in a clean and sanitary condition. No storage or containers, including garbage and recycling receptacles shall be allowed outside of structures except on the day of pickup."

The duties of the committee will also include enforcing paragraph 4 of the Amendment to CC&R: "Decks and Porches. Decks and porches may not be used for storage or accumulation of refuse or debris, including but not limited to cardboard boxes, containers, garbage cans, bikes, tools, sofas and other interior furnishings, tents, toilets, manikins, clothing, cleaning supplies, and related items...."

Committee shall follow the notice procedure as required in the By-laws of the Association.

Committee Chair shall provide a monthly report noting violations and corrections. Committee shall maintain records of violations, notices and fines.

Fines may be imposed by the Board.

Recorded in the Book of Minutes: April 19, 2007 *Tami S. Hale*

Signed: *David R. Ruten* 4/19, 2007

President, Board of Directors Roth Estates HOA

FORMS

The following forms are provided as masters from which to make copies.

Architectural Change Request Form

- 1) Fill out form and attach required drawings, photos, paint chips or other.
- 2) Mail **TWO COPIES** to:
Roth Estates HOA
501 NE Bridgeton Rd. #8
Portland, OR 97211
- 3) Allow 15 days for Board response.

There is much to consider when it comes to members making changes to their homes or units. The HOA needs to ensure all such installations conform to the character and quality of the community and that they are done in a professional manner. Of particular importance is that maintenance, repair and replacement responsibility remains with the owner. The following Architectural Change Request includes the kinds of things that need to be considered to ensure both the needs of the HOA and the owner are met.

Architectural Change Request

I would like approval for the following _____ addition or _____ modification to my home/unit:

_____ **Exterior Paint Color(s)** (attach color chips for body and trim)

_____ **Landscape Modification – wall or lighting** (attach Landscape Plan)

_____ **Fence** (attach Building Plans and Elevations showing location)

_____ **Patio/Deck** (attach Building Plans and elevations)

_____ **Storm/Screen Door**

_____ **Other**

Describe:

Attach (as applicable)

Building Plans and Elevations

Site Plan

Landscape Plan

Brochure describing installation and/or material

Contractor's State License #: _____

Other: _____

Desired Start Date: _____, 20____

Expected Completion Date: _____, 20____

Conditions for Review and Approval

1. All installations must be of professional design, quality and material.
2. All installations must comply with conditions described in the Architectural Design Guidelines and Color Guidelines.
3. All installations must comply with local building codes and ordinances.
4. Installations requiring a Building Permit must have building plans, required permits and Contractor Agreement attached, if applicable.
5. All contractors used must be properly licensed, bonded and insured.
6. Undersigned is responsible for including all appropriate information with application. Failure to do so will delay the review until it is provided.
7. Construction work which creates noise may only take place Monday-Friday 8:00 a.m. to 5:00 p.m.
8. Owner/Contractor is responsible for daily clean up.
9. No work may commence without written approval of the Architectural Design Committee.
10. Requests require 15 business days for review.

I agree with to all Conditions for Review and Approval. I understand that I am responsible for all maintenance and repair of the requested addition/modification and such responsibility will be passed on to future owners of my property. I request that the Architecture Design Committee review and approve my application.

Name: _____ Email: _____

Address: _____

Phone (Home): _____ Phone (Work): _____

Date: _____, 20____ Signature: _____

Print Name: _____

FOR BOARD USE ONLY

Date: _____, 20____

Approved by: _____

Denied by: _____

Reason(s) for Denial:

PROXY

A document that authorizes a person to attend HOA meetings or vote for another

I, (We), _____, owner(s) of
_____, (address) do
hereby designate, _____, to vote on my (our) behalf
for a one year period. This proxy is subject to any special conditions, as described
below.

This proxy is null and void upon notice or if the owner is otherwise represented at the
Meeting.

Signature

Date

Signature

Date

Special Conditions (if any): _____

This proxy expires one year after signed and dated.

Proxy must be mailed to:

**Roth Estates HOA
501 NE Bridgeton Rd, #8
Portland, OR 97211**

COMPLAINT FORM

As an owner in Roth Estates, I would like to make the following complaint regarding a violation of the CC&Rs observed:

Nature of Violation: _____

Location: _____

Date Observed: _____

As an owner in Roth Estates, I would like to make the following complaint regarding the following action/inaction by the Board or Board Member:

Nature of Action: _____

Date: _____

Complainant Name: _____

Address: _____

Mail complaint(s) to:

**Roth Estates HOA
501 NE Bridgeton Rd, #8
Portland, OR 97211**

Please allow 15 business days for a response