



## Spring Meadow Home Owners Association

### VIOLATION FINE SCHEDULE

As permitted by ORS 94.630, ORS 94.709, and the Covenants, Conditions, and Restrictions for Spring Meadow subdivision - section 16, First Addition through Fifth Additions - section 16, Sixth Addition - section 17, failure to comply with the Bylaws, CC&Rs, or ACC rules may subject the member to a fine, legal fees and other charges. The assessed charges will be used to place a lien upon the home until such time as compliance is obtained.

#### **RIGHT OF ASSESSMENT**

*All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.*

*At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Linn County, Oregon against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time, but not later than six (6) years after the latest lienable charge has been imposed. **\*\*The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's notice of lien and any mortgage or deed of trust to an institutional lender which is recorded previously to the Association's notice of lien. (\*\*Alternate - The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, and any mortgage, deed of trust or land sale contract recorded before recordation of the Association's notice of lien. \*\*)***

*The Board in its discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees and fines on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ACC. The adoption of such fee or fine shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, no fine for violation of these Covenants, the Bylaws or any Rules or Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his Lot until such Owner is given notice and opportunity to be heard by the Board.*

The Board of Directors and property owners have additional rights and responsibilities as outlined in section 5.17 of the Bylaws of Spring Meadow Homeowners Association.

**5.17 Late Charges and Fines**

*Impose charges for late payment of assessments and attorney fees related to the collection of assessments and, after giving written notice and an opportunity to be heard, levy fines for violations of the Declaration, Bylaws or rules and regulations of the Association, provided that fines levied are based on a schedule contained either in these Bylaws or in a resolution adopted by the Board that is mailed prior to the fine notice to the mailing address of each unit or mailed to the mailing address designated in writing by the Owner(s).*

*Until such time as the following fines may be modified by the Board, the Board or the ACC may levy a fine of \$50 per day per violation against any Lot or Owner in violation of the Declaration, Bylaws or rules and regulations of the Association. Such fine(s) shall become an additional assessment against the violating Owner's Lot, and the Association shall have all of the rights and remedies to recover the fines as provided in the Declaration or these Bylaws.*

Should a member be found in violation they will be mailed a written notice providing a description of the violation. For ongoing violations the member will be allowed 30 days to resolve the issue and will be provided the opportunity for a hearing with the board. Should the board find that no extenuating circumstances exist and the ongoing violation remains at the end of 30 days or 14 days after the hearing, whichever comes last, the noted fine will be applied and a lien may be placed on the property until such time as compliance is obtained.

For confirmed, single incident, violations the member will be provided the opportunity for a hearing with the board. Should the board find that no extenuating circumstances exist, the noted fine will be applied and a lien may be placed on the property until such time as payment is obtained.

The following fine schedule shall replace the \$50 per day per violation amount where applicable. Any violation not specifically noted here is still assessable at the \$50 per day per violation rate as outlined in the Bylaws of Spring Meadow Homeowners Association.

## CC&R Violations

<b>PRIOR APPROVAL OF PLANS:</b>	
Failure to obtain written approval to place or alter any building or other structure (except those that meet pre-approval as outlined by published ACC rules).	\$250.00 per incident

<b>SIZE OF STRUCTURES:</b>	
Failure to obtain approval to build multiple unit structures or to convert an existing unit into multiple units.	\$5,000.00 per incident
Commencing, erecting or completing any dwelling which occupies fewer square feet of livable floor area than is specified in the appropriate CC&Rs for the addition in which the lot resides.	\$5,000.00 per incident
<b>EASEMENTS:</b>	
Failure to maintain continuously the easement area of each lot and all improvements in it.	\$50.00 per day until compliance
<b>BUILDING MATERIALS:</b>	
Failure to use approved building materials.	\$250.00 per incident plus \$50.00 per day until compliance
Failure to obtain advance approval for exterior finishes.	\$25.00 per day until compliance

<b>LANDSCAPE, HEDGES, DRAINAGE, AND FENCES:</b>	
Failure to completely landscape all front and side yards including landscape strips between curb and sidewalk within six (6) months of initial occupancy.	\$25.00 per day until compliance
Failure to maintain all grounds and related structures in harmony with the surrounding landscaping.	\$25.00 per day until compliance
Failure to prevent weeds, noxious plants, or unsightly vegetation from growing.	\$25.00 per day until compliance
Altering property which results in blocking the flow of water across that property and/or affecting the drainage on other property.	\$50.00 per day until compliance
Failure to keep the drainage swales free of all debris and in conformance with their original shape so that storm water will be unobstructed and in its natural state.	\$50.00 per day until compliance
Erecting or placing a fence or hedge that does not confirm to the CC&Rs and ACC rules without obtaining prior written approval.	\$25.00 per day until compliance
Failure to obtain prior approval for installation of high output exterior lighting, including but not limited to mercury vapor and halide lights.	\$25.00 per day until compliance
Failure to obtain prior approval to remove any tree over six inches (6") in diameter (when measured at a point four feet (4') above the surface of the undisturbed ground in which the tree stands).	\$500.00 per incident
<b>NO REZONING OR REDIVISION:</b>	
Failure to obtain written consent prior to rezoning or redividing a property, or altering a lot line or boundary line.	\$5,000.00 per incident

<b>NO ANIMALS:</b>	
Keeping an animal other than dogs, cats or other household pets.	\$100.00 per day until compliance
Keeping animals for commercial purposes.	\$250.00 per day until compliance
Allowing animals including dogs and cats to interfere with the quiet enjoyment of the other residents.	\$50.00 per incident
Permitting animals including dogs and cats to roam untended upon the streets or upon premises of other occupants.	\$50.00 per incident
<b>NO COMMERCIAL USE:</b>	
Using property for business or commercial purposes.	\$250.00 per day until compliance
Parking or permitting to be parked, except those allowed by ordinance by the City of Albany in its residential zone code, any commercial vehicle such as log trucks, dump trucks, tractor trailer rigs, or any other vehicle except passenger automobiles (including pickups) upon property, including streets.	\$250.00 per day until compliance
Permitting, initiating, or carrying on any obnoxious or offensive activities on the lot or parcel owned.	\$250.00 per incident
Allow conditions on the lot or parcel owned or occupied to become a nuisance or annoyance to the neighborhood.	\$25.00 per day until compliance
Placing or erecting commercial signs, except real estate sales signs of not more than six (6) square feet (or size allowable by City of Albany, whichever is less) advertising property for sale or rent.	\$25.00 per day until compliance

<b>SCREENING:</b>	
Failure to keep trash, garbage and other waste in sanitary containers, screened from public view.	\$25.00 per day until compliance
Using any lot as a dumping ground for trash, garbage, waste or debris.	\$250.00 per incident
Failure to provide both visual screening and noise attenuation for all heat pumps and condenser units (or other utilities and devices commonly placed out of doors).	\$25.00 per day until compliance
Failure to keep all boats, trailers, recreational vehicles, equipment, campers and the like parked off the streets in a garage or on a concrete pad beside a garage built specifically for that purpose.	\$25.00 per day until compliance
Engaging in or continuing uses that unreasonably interfere with the use of other lots.	\$25.00 per day until compliance
Constructing or maintaining radio transmission and reception towers and antenna.	\$500.00 per incident plus \$50.00 per day until compliance
Constructing or maintaining exterior television antennae and other receptors (satellite dish type antennae larger than 24 inches in diameter that are not screened from street view) except as allowed by city, state or federal law or regulation.	\$25.00 per day until compliance
Placing outdoor laundry visible from a street.	\$25.00 per incident

<b>COMPLETION OF IMPROVEMENTS:</b>	
Failure to erect and complete all structures (including flat work and landscaping) within one year after the commencement of construction.	\$500.00 per month or part of a month
Failure to complete all remodeling, reconstruction, or enhancement of structures within one year of the commencement of construction. Commencement of construction shall be deemed to be the date upon which a building permit was first issued for the construction, or, if no building permit was obtained, the date on which lot clearing, demolition or remodeling commenced.	\$500.00 per month or part of a month
<b>RIGHT OF ASSESSMENT:</b>	
Failure to pay any assessment on or before the due date.	\$50.00 per day until paid

## ACC Rules Violations

<b>COMMUNITY MAIL BOXES</b>	
Placement of any notice, advertisement, solicitation, or other posting on the outside of the community postal mail boxes.	\$25.00 per placement
<b>GARAGE, YARD, MOVING, AND ESTATE SALE SIGNS</b>	
Failure to remove garage, yard, moving, estate sale, or other temporary event signs within 24 hours of completion of the event.	\$25.00 per sign
<b>GARBAGE, YARD DEBRIS, RECYCLE, AND OTHER PERIODIC CURBSIDE RECEPTACLES</b>	
Placing receptacles at the curbside more than 24 hours in advance of pickup time or failing to remove receptacles from curbside within 24 hours after pickup time.	\$25.00 per incident