



# **RESOLUTIONS**

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**PARKING RESOLUTION 12-5-2020****CHARBONNEAU HOMEOWNERS' ASSOCIATION**

WHEREAS, "Declaration" is the *Covenants, Conditions, and Restrictions for Charbonneau, the Village at Wilsonville*; "Bylaws" are the *Bylaws of the Charbonneau Homeowners Association*; "Association" is the *Charbonneau Home Owners Association (CHOA)*; "Board" is the Board of Directors of the Association; and "ORS 94" is Oregon's Planned Community Act, Chapter 94.

WHEREAS, Article V, Section 1(g) of the Declaration vests the Board with the necessary authority to promulgate reasonable rules and regulations governing the rights of use of the common areas including reasonable regulations and restrictions regarding parking;

WHEREAS, Article XII, Sections 7 and 9 of the Declaration provides that the Board shall have the authority to adopt rules and regulations affecting an Owner's right to use the common areas including all streets within the Association;

WHEREAS, ORS 94.630(1) became applicable to the Association by legislative enactment on January 1, 2002, and provides that the Association may regulate the use of common property and levy reasonable fines for violations of the Association's rules and regulations, after giving notice and an opportunity to be heard, if the fine is based on a schedule of fines contained in a Board resolution;

WHEREAS, the Board deems it necessary and in the best interest of the Association to adopt rules and regulations managing the parking of Owner's vehicles in the designated Guest Parking areas;

WHEREAS, the Board deems it necessary to establish uniform procedures for the enforcement of the said rules and regulations with respect to prohibited vehicle parking and to create additional parking guidelines for the Association whereby all members shall benefit;

**NOW, THEREFORE, IT IS RESOLVED** that the following rules, regulations, and procedures will be followed:

1. In general, Owners are not permitted to park their vehicles in areas/spaces designated as Guest Parking areas, and a violation constitutes a fineable offense. However, Owners may park a passenger vehicle in Guest Parking for up to 1 overnight stay every 7 days, as long as there is at least one accessible, vacant parking space (after the Owner's vehicle is parked) in the Guest Parking area in question during the time in question. If special circumstances make longer temporary parking in such areas helpful,

exceptions to the general rule may be made on a case-by-case basis. Owners should contact our Property Manager to request permission to temporarily park a vehicle in the Guest Parking area in excess of 1 overnight stay. Such a request should be made prior to parking the vehicle in order to avoid an enforcement action.

2. Each Owner of a Residence Location shall provide the Property Manager with contact information at which he or she may be reached at all times . Failure to provide this information is a violation of the association's Enforcement Resolution and is a finable offense.
3. If a Board Member or Property Manger notices that an Owner's vehicle is improperly parked in a Guest Parking area or if the board receives notice of improper parking, then the Property Manager should verify that there is a violation. Once a violation has been verified, the enforcement procedures of the CHOA Enforcement Resolution will be implemented.
4. Notwithstanding the provisions of paragraph 3 above, upon confirming that an Owner's vehicle is parked in violation of the rules of the Association, the Property Manager (as authorized by the Board) may make a reasonable effort to contact the Owner of the vehicle and request that it be removed. If the owner does not make arrangements to immediately remove the vehicle, the president of the board or a board member who he/she has designated shall have authority to have the vehicle towed from the Guest Parking area only if the violation creates a safety issue. This would be only done as a last resort.
5. Pursuant to paragraph 4 above, the Property Manager may contract with a towing company to remove any vehicle in violation of this Resolution. The costs of towing and impoundment shall be the personal obligation of the vehicle Owner or possessor of the vehicle.
6. Parking in front of garages or in the driveways is allowed as long as such parking does not interfere with any other member's use of the Cluster Recreational Zones, the Common Areas, or access to his Residence Location and does not create an obstruction or barrier on, across, or adjacent to sidewalks or paths (Declaration, Article XII, Section 9).
7. With prior approval from the CHOA board of directors, recreational vehicle owners may park such vehicles, including boats, trailers, and like equipment, on private property, including Guest Parking, for up to 48 hours for the purpose of loading, unloading, and cleaning, consistent with the Charbonneau Country Club's Residential Standards, Sections 20 through 23 (Charbonneau Country Club Architectural Control Standards and Resident's Directory, 2013; these sections are labeled as follows: Storage PODS; Motor home and Travel trailer Parking; Trucks; and Temporary Allowances for Construction Vehicles/Equipment/Materials). Failure to obtain prior approval is a fineable offense. Sleeping in such vehicles is prohibited.

- 8. Parking of vehicles on any street within CHOA is a violation of a Wilsonville City Ordinance (City Code 5.210 (8)) because the City requires 18 feet of clearance and all of the CHOA streets are only 20 feet wide. Violators will be reported to the Wilsonville Police Department.

**NOW BE IT FURTHER RESOLVED THAT** a copy of this resolution shall be delivered to all Owners at their known or requested mailing address.

DATED this 9th day of December 2020.

ATTESTED TO BY:

*Barry Hendrix*

\_\_\_\_\_  
Chairman, Board of Directors

*Randy Hitz*

\_\_\_\_\_  
Secretary

**PARKING VIOLATION NOTICE**

Vehicle Make: \_\_\_\_\_ License #: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

The Board of Directors of the Charbonneau Homeowners Association (CHOA) has been notified that this vehicle is in violation of the prohibited action\* indicated below:

\_\_\_\_\_ Inappropriate vehicle parked outside a garage

\_\_\_\_\_ Parking of a resident's vehicle in a Guest Parking area

**Failure to remedy the violation by \_\_\_\_\_ (date) \_\_\_\_\_ (time) may result in a fine of \$25.00/day and/or towing of the vehicle at the owner's expense.**

If you think this notice was received by mistake, please contact Property Manager Steve Chinn (503-312-0927).

\*See [www.choaonline.org](http://www.choaonline.org), Governance/CHOA Board Policies & Resolutions/Parking, and the Charbonneau Country Club Architectural Control Standards and Resident's Directory (2013), Items 20-23 (pp. 24-25) of the "Agreement for the Architectural Control of Charbonneau" for details regarding parking restrictions.

Form Revised: August 2013

**PARKING PERMIT REQUEST**

**After obtaining approval, place this form on the dashboard of the vehicle.**

Resident and/or regular daily parking of non-residents in the Guest Parking spaces is not allowed throughout the CHOA boundaries after an overnight stay without a PARKING PERMIT except as stated in the Parking Resolution. If you have a special circumstance such as a temporary visit from family or friends, builders/trades people who will be working on your residence for more than one day, a housekeeper or medical helper, or the temporary inability to use your garage, you need to apply for a PARKING PERMIT. You also need to request a permit for a storage pod, debris dumpster, portable restroom, or like equipment to be parked either in your driveway or in Guest Parking (see CCC Architectural Control Standards and Resident's Directory, 2013, Items 20-23, pp. 24-25).

**Please complete this form and return it to the CHOA Property Manager (Steve Chinn, PO Box 219, Wilsonville, OR 97070; 503-312-0927; chinno@centurytel.net) at least one week before the need arises to use either Guest Parking or special driveway parking.**

**Note: Failure to obtain approval for an exception to parking regulations may result in a fine of \$25.00/day.**

Your name: \_\_\_\_\_

Address: \_\_\_\_\_

**For a guest or for your own vehicle(s)**

Make of vehicle and license #: \_\_\_\_\_

Make of vehicle and license #: \_\_\_\_\_

**For builders, trades people, medical or house help**

Company's or individual's name: \_\_\_\_\_

Estimated number of vehicles: \_\_\_\_\_

**For ALL**

Reason for request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Starting date: \_\_\_\_\_ Estimated end date: \_\_\_\_\_

*If you need more room to write, please use the back of this form*

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**After obtaining approval, place this form on the dashboard of the vehicle.**

## RESOLUTION FOR MUTUALLY OWNED CHOA DRIVEWAY REPLACEMENT

This resolution is intended to set forth the procedure and policy for driveway replacement when a driveway occupies both the homeowner's property and common CHOA property and when said homeowner desires financial participation from CHOA.

- Only driveways that are severely damaged or present a safety hazard will be considered. Damage that will be considered shall be extensive cracking. (Further information on tree root damage may be found on page 86 of the CHOA Information Directory)
- Justification for replacement will be at the sole discretion of the CHOA Board by a majority vote of the members. Should the Board decide there is not sufficient justification and the homeowner still wants to replace driveway, then the entire cost is assumed by homeowner.
- Total driveway replacement or only severely damaged areas will be at the discretion of the CHOA Board. CHOA's financial participation shall extend only to the CHOA approved portion of the driveway.

Assuming that it is determined that the entire driveway (or sections) needs replacement:

- A registered surveyor shall be hired by the homeowner to determine just the mutual property line of the driveway unless such location can be demonstrated to CHOA's satisfaction by the homeowner without a survey. By square foot measurement, a percentage of ownership shall be determined.
- Cost of the surveyor shall be shared proportionately between homeowner and CHOA according to percentage ownership.
- A "utilities locator" shall be contacted to locate underground obstructions such as sewer, water, gas, electric, irrigation, etc. that could be encountered during demolition and excavation.

It is recommended that a minimum of three (3) "not to exceed" bids shall be obtained by the homeowner from reputable concrete contractors. Detailed quotations shall include, but not be limited to the following:

- Demolition and removal of existing driveway
- Type of ground preparation after removal
- Rebar and not wire mesh reinforcement shall be used
- Minimum thickness of new driveway and concrete strength
- Description, amount and location of expansion joints
- Standard brush finish shall be quoted
- Contractor shall provide all labor and materials
- Contractor shall provide all cleanup of work area during and after work

Homeowner will make the standard improvement application to the CHOA Architectural Committee and request CHOA's participation before any work begins. CHOA will participate financially in cost of repair or replacement as described below only when CHOA determines



in its discretion that some portion of the driveway located on CHOA Common Area needs repair or replacement.

All bids shall be submitted to CHOA for evaluation. CHOA reserves the right to obtain additional contractor bid(s) if CHOA feels homeowner's contractor prices are too high. CHOA's financial participation shall be only to the extent of the lowest acceptable bidder regardless of which contractor is selected by homeowner.

Cost of a complete replacement with a new driveway shall be shared by the homeowner and CHOA according to percentage of square footage area of the driveway on Common Area and Owner's lot. Any increased cost due to the homeowner's preference of a finish surface, other than "brushed", shall be at the sole expense of the homeowner. This additional expense shall be a separate cost in the quotation.

The homeowner is responsible to hire the contractor and any contract shall be between the homeowner and awarded contractor. Entire payment of contract shall be the responsibility of the homeowner. After satisfied completion of the project, the homeowner will verify to CHOA that 100% of the cost has been paid to contractor. Once verified, CHOA shall reimburse homeowner within 30 days CHOA's share of the cost.

Homeowner is responsible for supervision of the contractor. CHOA makes note that homeowner needs to understand that it's the owner's contract and therefore, any quality or performance disputes shall be according to the terms of the contract. Unanticipated cost overruns or extras shall first be totally identified and quoted by contractor to the homeowner and these costs will be the homeowner's responsibility. Homeowner will have the right to negotiate these costs with CHOA for possible sharing.

In the case that CHOA owns a greater percentage of the property in question, then hiring responsibilities shall be the reverse of the above, i.e. CHOA will hire surveyor and enter into contract with successful contractor.

The above conditions and procedures apply equally to sidewalks that are on located partly on CHOA Common Area and partly on the Owner's lot.

**CHARBONNEAU HOME-OWNERS ASSOCIATION  
RESOLUTION 2013-001 PARKING**

**RESOLUTION OF THE BOARD OF DIRECTORS**

Resolution 2003-02: Assessments

WHEREAS, “assessments,” as used in this Resolution, includes all amounts validly assessed against a Lot Owner (“Owner”) pursuant to the *Covenants, Conditions and Restrictions for Charbonneau* (hereinafter “Declaration”); *Bylaws of the Charbonneau Homeowners Association* (hereinafter “Bylaws”), Rules and Regulations, and any Board of Director Resolution, including, but not limited to common expenses, interest, fees, fines, attorney fees and all collection costs;

WHEREAS, the Declaration, Bylaws, and Rules and Regulations are binding upon the Owners;

WHEREAS, the Declaration, Article XIV, and Article V, Section 1 of the Bylaws authorize the Board to enforce provisions of the Declaration, Bylaws and Rules and Regulations, including action to collect unpaid assessments;

WHEREAS, the Declaration, Article VII, Section 12 provides for interest at the rate of 12% on all delinquent assessments;

WHEREAS, the Declaration, Article VII, Section 1 and 12, and Article IV, Section 2 of the Bylaws provide that all assessments, together with interest, attorney fees and costs of collection shall be a continuing lien upon the Lot against which each such assessment is made;

WHEREAS, the Declaration Article VII; and Article V of the Bylaws authorize the Board, on behalf of the Association, to bring an action to foreclose the lien against the Lot or to bring an action to obtain a money judgment against an Owner for damages and/or for unpaid assessments;

WHEREAS, the Declaration, Article VII, Sections 1 and 12 provide that Owners shall be obligated to pay fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments; and/or to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations;

WHEREAS, from time to time Owners become delinquent in the payments of their assessments and fail to respond to the demands from the Board to bring their accounts current, and it is imperative assessment payments are timely received;

WHEREAS, the Board deems it in the Association’s best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner, and further believes it to be in the Association’s best interest to refer these accounts promptly to an attorney for collection so as to minimize the Association’s loss of assessment revenue;

NOW, BE IT RESOLVED, that the following steps be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments:

If any assessment remains unpaid by an Owner for more than thirty (30) days from the due date for its payment, the Board or its agent shall send a notice to the Owner indicating the amount due, including notice of any interest, and demand payment thereof.

If any assessment remains unpaid by the Owner for more than sixty (60) days from the due date for its payment, the Board shall send the Owner a demand in the form of Exhibit A attached hereto.

If any assessment remains unpaid by the Owner for more than ninety (90) days from the due date for its payment, the Board shall turn collection over to the Association's attorney ("Attorney"), who shall (a) send a written demand for payment and any notice as required by the federal Fair Debt Collection Practices Act, if applicable; (b) prepare and record a lien against the Owner's unit within 45 days of receiving the file; (c) notify the Owner within twenty (20) days of recording that the lien has been recorded; and (d) may notify any first mortgage or trust deed holder of the Owner's default, if applicable. The lien amount shall include all collection costs to date, including attorney's fees and the cost of preparing and/or recording the lien, any notice of lien required by law, and any notice to a first mortgage holder, if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collections costs to date.

If any assessment remains unpaid by the Owner thirty (30) days after the date of Attorney's demand, Attorney shall send Owner a ten (10) day demand letter for payment notifying the Owner that if full payment is not received within 10 days of the date of the letter the Association intends to file suit to either obtain a money judgment or foreclose on the lien. The demand shall include the updated amount owing, including all collection costs to date.

If any assessment remains unpaid by the Owner ten (10) days after the attorney's ten-day demand letter/notice of intent to file suit, the Attorney shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgment in this order, unless the attorney determines other actions or another order of collection is appropriate under the circumstances: (1) file and send a ten (10) day demand to pay judgment; (2) garnish accounts, wages and/or rents; (3) levy against any personal and real property; and (4) levy against the Lot. Additional steps may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a lawsuit to foreclose on the lien, Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board

BE IT FURTHER RESOLVED that all legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Declaration and any applicable addendums and amendments thereto.

BE IT FURTHER RESOLVED that all contacts and/or contracts with delinquent Owner shall be through Attorney. Neither the Board nor any of its agents shall discuss the collection of the account directly with the Owner after it has been turned over to Attorney, unless one of the attorneys is present or has consented to the contract and/or contracts.

BE IT FURTHER RESOLVED that Attorney shall have the discretion to enter into an installment payment plan with a delinquent Owner, before or after filing a lawsuit, in appropriate circumstances. In cases where a lawsuit has been filed, any such plan must be secured by a Judgment. Any payment plan providing for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current monthly assessment, or a duration in excess of twelve (12) months shall require approval of the Board president.

BE IT FURTHER RESOLVED that Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all payments are to be made to Attorney until the account has been brought current. Attorney shall deposit all payments in its trust account. All amounts collected shall be disbursed by Attorney according to provisions of the Association and Attorney representation agreement.

BE IT FURTHER RESOLVED that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners and after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.

BE IT FURTHER RESOLVED that the Board is directed to consult with Attorney and turn over for collection immediately any outstanding account where the Owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the Lot. BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all Owners at their last known address.

ATTEST:

**Clair A Simmons Lynda Taylor**

\_\_\_\_\_  
Chair (President), Board of Directors      Secretary

Charbonneau Homeowners Association Dated: April 9, 2003

WHEREAS, "Declaration" is the *Covenants, Conditions, and Restrictions for Charbonneau, the Village at Wilsonville*; "Bylaws" are the *Bylaws of the Charbonneau Home Owners Association*; "Association" is the *Charbonneau Home Owners Association (CHOA)*; "Board" is the Board of Directors of the Association; and "ORS 94" is Oregon's Planned Community Act, Chapter 94.

WHEREAS, Article V, Section 1(g) of the Declaration vests the Board with the necessary authority to promulgate reasonable rules and regulations governing the rights of use of the common areas including reasonable regulations and restrictions regarding parking.

WHEREAS, Article XII, Sections 7 and 9 of the Declaration provides that the Board shall have the authority to adopt rules and regulations affecting an Owner's right to use the common areas including all streets within the Association.

WHEREAS, ORS 94.630(1) became applicable to the Association by legislative enactment on January 1, 2002, and provides that the Association may regulate the use of common property and levy reasonable fines for violations of the Association's rules and regulations, after giving notice and an opportunity to be heard, if the fine is based on a schedule of fines contained in a Board resolution;

WHEREAS, the Board deems it necessary and in the best interest of the Association to adopt rules and regulations managing the parking of Owner's vehicles in the designated Guest Parking areas;

WHEREAS, the Board deems it necessary to establish uniform procedures for the enforcement of the said rules and regulations with respect to prohibited vehicle parking and to create additional parking guidelines for the Association whereby all members shall benefit;

**NOW, THEREFORE, IT IS RESOLVED** that the following rules, regulations, and procedures will be followed:

1. In general, Owners are not permitted to park their vehicles in areas/spaces designated as Guest Parking areas, and a violation constitutes a fineable offense. However, Owners may park a passenger vehicle in Guest Parking for up to 6 hours during the daytime hours only without prior permission as long as there is at least one accessible, vacant parking space (after the Owner's vehicle is parked) in the Guest Parking area in question during the time in question. If special circumstances make longer temporary parking in such areas helpful, exceptions to the general rule may be made on a case-by-case basis. Owners should contact our Property Manager (or a Board member) to request permission to temporarily park a vehicle in the Guest Parking area in excess of 6 hours. Such a request should be made prior to parking the vehicle in order to avoid an enforcement action.
2. Each Owner of a Residence Location shall provide the Board with contact information at which he or she may be reached at both home and work. Failure to provide this information is a violation of the association's Enforcement Resolution and is a fineable offense.

3. If any member of the Board of Directors or the Property Manger notices that an Owner's vehicle is improperly parked in a Guest Parking area or if the board receives notice of improper parking, then the Property Manager should verify that there is a violation. Once a violation has been verified, the enforcement procedures of the CHOA Enforcement Resolution will be implemented.
4. Notwithstanding the provisions of paragraph 3 above, upon confirming that an Owner's vehicle is parked in violation of the rules of the Association, a member of the board or the Property Manger may make a reasonable effort to contact the Owner of the vehicle and request that it be removed. If the owner does not make arrangements to immediately remove the vehicle, the president of the board or a board member who he/she has designated shall have authority to have the vehicle towed from the Guest Parking area if the violation creates a safety issue.
5. Pursuant to paragraph 4 above, the Board of Directors may contract with a towing company to remove any vehicle in violation of this Resolution. The costs of towing and impoundment shall be the personal obligation of the vehicle Owner or possessor of the vehicle.
6. Parking in front of garages or in the driveways is allowed as long as such parking does not interfere with any other member's use of the Cluster Recreational Zones, the Common Areas, or access to his Residence Location and does not create an obstruction or barrier on, across, or adjacent to sidewalks or paths (Declaration, Article XII, Section 9).
7. With prior approval from the CHOA board of directors, recreational vehicle owners may park such vehicles, including boats, trailers, and like equipment, on private property, including Guest Parking, for up to 48 hours for the purpose of loading, unloading, and cleaning, consistent with the Charbonneau Country Club's Residential Standards, Sections 20 through 23 (Charbonneau Country Club Architectural Control Standards and Resident's Directory, 2013; these sections are labeled as follows: Storage PODS; Motor home and Travel trailer Parking; Trucks; and Temporary Allowances for Construction Vehicles/Equipment/Materials). Failure to obtain prior approval is a fineable offense. Sleeping in such vehicles is prohibited.
8. Parking of vehicles on any street within CHOA is a violation of a Wilsonville City Ordinance (City Code 5.210 (8)) because the City requires 18 feet of clearance and all of the CHOA streets are only 20 feet wide. Violators will be reported to the Wilsonville Police Department.

**NOW BE IT FURTHER RESOLVED THAT** a copy of this resolution shall be delivered to all Owners at their known or requested mailing address.

DATED this 11th day of September 2013.

ATTESTED TO BY:

*William Steele*

*Rosemary Ricken*

\_\_\_\_\_

\_\_\_\_\_

Chairman, Board of Directors

Secretary

**PARKING VIOLATION NOTICE**

Vehicle Make: \_\_\_\_\_ License #: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

The Board of Directors of the Charbonneau Homeowners Association (CHOA) has been notified that this vehicle is in violation of the prohibited action\* indicated below:

\_\_\_\_\_ Inappropriate vehicle parked outside a garage

\_\_\_\_\_ Parking of a resident's vehicle in a Guest Parking area

**Failure to remedy the violation by \_\_\_\_\_ (date) \_\_\_\_\_ (time) may result in a fine of \$25.00/day and/or towing of the vehicle at the owner's expense.**

If you think this notice was received by mistake, please contact Property Manager Steve Chinn (503-312-0927).

\*See [www.choaonline.org](http://www.choaonline.org), Governance/CHOA Board Policies & Resolutions/Parking, and the Charbonneau Country Club Architectural Control Standards and Resident's Directory (2013), Items 20-23 (pp. 24-25) of the "Agreement for the Architectural Control of Charbonneau" for details regarding parking restrictions.

Form Revised: August 2013



**PARKING PERMIT REQUEST**

**After obtaining approval, place this form on the dashboard of the vehicle.**

Resident and/or regular daily parking of non-residents in the Guest Parking spaces is not allowed throughout the CHOA boundaries without a PARKING PERMIT except as stated in the Parking Resolution. If you have a special circumstance such as a temporary visit from family or friends, builders/trades people who will be working on your residence for more than one day, a housekeeper or medical helper, or the temporary inability to use your garage, you need to apply for a PARKING PERMIT. You also need to request a permit for a storage pod, debris dumpster, portable restroom, or like equipment to be parked either in your driveway or in Guest Parking (see CCC Architectural Control Standards and Resident's Directory, 2013, Items 20-23, pp. 24-25).

**Please complete this form and return it to the CHOA Property Manager (Steve Chinn, PO Box 219, Wilsonville, OR 97070; 503-312-0927; chinno@centurytel.net) at least one week before the need arises to use either Guest Parking or special driveway parking.**

**Note: Failure to obtain approval for an exception to parking regulations may result in a fine of \$25.00/day.**

Your name: \_\_\_\_\_

Address: \_\_\_\_\_

**For a guest or for your own vehicle(s)**

Make of vehicle and license #: \_\_\_\_\_

Make of vehicle and license #: \_\_\_\_\_

**For builders, trades people, medical or house help**

Company's or individual's name: \_\_\_\_\_

Estimated number of vehicles: \_\_\_\_\_

**For ALL**

Reason for request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Starting date: \_\_\_\_\_ Estimated end date: \_\_\_\_\_

*If you need more room to write, please use the back of this form*

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

**After obtaining approval, place this form on the dashboard of the vehicle.**

**RESOLUTION 2013-002: ENFORCEMENT POLICY AND PROCEDURES****CHARBONNEAU HOMEOWNERS' ASSOCIATION**

## RECITALS

- A. "Declaration" is the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charbonneau The Village at Wilsonville, "Bylaws" are Bylaws for the Charbonneau Homeowners Association and "Rules and Regulations" are any Rules and Regulations of the Charbonneau Homeowners Association (collectively referred to as "Governing Documents").
- B. Article V, Section 1(a) of the Bylaws vests the Board of Directors with the power to exercise for the Charbonneau Homeowners Association ("Association") all powers, duties, and authority vested in or delegated to the Association.
- C. Article V, Section 1(e) of the Bylaws empowers the Board of Directors to adopt and publish rules and regulations governing the details of operation and use of the common properties and facilities and the personal conduct of the members and their guests thereon.
- D. Article XIV, Section 2(c) of the Declaration and ORS 94.630(1) (n) provides that the Board of directors may levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association after notice and an opportunity to be heard if the fine is based on a schedule of fines adopted by a resolution of the Board.
- E. Article XIV, Section 2(d) of the Declaration and ORS 94.630(1) (m) provide that the Board of Directors may:
- (1) Adopt rules regarding the use of recreational and service facilities available to Owners; and
  - (2) Terminate the right of access to and use of recreational and service facilities of the Association until the violation is corrected.
- F. ORS 94.709(5) provides that fees, late charges, fines, and interest imposed pursuant to ORS 94.630(1) (n) are enforceable as assessments.
- G. From time to time the Board of Directors receives complaints from owners regarding alleged nuisances; improper, offensive, or unlawful activities or use of the premises; or other alleged violations of the Declaration, Bylaws, or Rules and Regulations.
- H. For the benefit and protection of the Association and of the individual owners, the Board of Directors deems it necessary and desirable to establish a procedure to ensure that owners receive notice and an opportunity to be heard in cases involving alleged noncompliance by an owner or resident with the provisions of the Declaration, Bylaws or Rules and Regulations.

- I. The Board deems it necessary and desirable to adopt a *Schedule of Fines* to be used by the Board in determination of sanctions for violations of the Declaration, Bylaws, or Rules and Regulations of the Association.
- J. This resolution replaces the procedures that presently exist for the handling of complaints or the enforcement of provisions of the Declaration, Bylaws, or Rules and Regulations (Resolution of the Board of Directors, No. 2004-Regarding Enforcement Procedure, adopted May 10, 2006). This resolution minimizes the responsibility Owners have in resolving violations of the governing documents. It specifies who is responsible for verifying that an alleged violation does in fact exist, the steps necessary to inform the offending owner/resident of the violation, the consequences of failure to remedy the violation, and a way to appeal a decision an owner/resident disagrees with.

**THEREFORE, IT IS RESOLVED THAT:**

1. When the Property Manager determines there is a violation of the CC&Rs or Rules and Regulations, a letter will be mailed to the homeowner stating:
  - a. The violation of a specific provision of the governing documents, and, if so, provided in the discretion of the Property Manager, a date by which the violation must be remedied in order to avoid a fine;
  - b. The homeowner's right to be heard at the next regularly-scheduled board meeting by sending a request in writing within ten (10) business days from the date of letter;
  - c. That a fine may be levied with respect to the violation as of the date set forth in the Property Manager's letter, which, in the discretion of the Property Manager, may be effective as of the date of the violation letter, or effective as of a later date if the violation is not cured by the date set forth in the letter.
2. Fines shall be imposed in amounts set forth in the Schedule of Fines (which may be reduced, but not increased by the Board after a hearing), as follows:
  - a. Parking Violations: If there have not been previous violations involving the unit owner, and if the violation does not pose a serious safety issue, the first notice will be placed on the vehicle, and will be a warning only, and the resident will be given 24 hours to move the vehicle. If the vehicle is not moved within 24 hours, or if the violation poses a serious safety issue as determined by the Property Manager, written notice will be sent to the owner per the Parking Resolution regarding notification procedures. If written notice is sent per the Parking Resolution procedures, fines will commence as of the day the notice was placed on the vehicle, continuing until the violation is corrected.

- b. Parking Violation Complaints Resulting in False Positives. In order to verify that a resident’s vehicle is parked illegally, the Property Manager has to access the Department of Motor Vehicles’ database. Such access results in a charge to the person making the request. That charge will be passed on to the violator in the case of an legitimate violation claim. However, if the complaint turns out to be false, i.e., the vehicle was not parked illegally (a “false positive”), the database-access cost will be assessed to the person who made the false claim.
- c. Landscape and Architectural: Written notice of the violation will be mailed to the Owner informing the Owner of the fine. In the discretion of the Property Manager, the fine may either be levied effective as of the date of the notice, or effective as of a later date specified in the notice if the violation is not corrected by such date.
- d. Animal Violations: The first violation relating to animals will be a written or oral warning only. Second and subsequent violations will be fined, one fine per violation, and after the first warning, there will be no opportunity to “remedy” future violations.
- e. All other violations will receive a written notice of the violation. In the discretion of the Property Manager, fines may be levied as of the date of the notice, or as of a later date specified in the notice if the violation has not been cured by such date. The notice will state whether the violation is a continuing violation, and whether the fines will continue to accrue until the violation is corrected.

A copy of this resolution shall be sent to all owners at their last known address and any further amendments to the *Schedule of Fines* also be sent to all owners.

ATTEST:

*William Steele*

*Rosemary Ricken*

\_\_\_\_\_  
 President, Board of Directors  
 Charbonneau Homeowners Association

\_\_\_\_\_  
 Secretary, Board of Directors

Date: September 11, 2013

Exhibit A: Schedule of Fines

1. Unauthorized commercial activities.	\$ 25.00
2. Obstruction, damage, or interference with use of Common elements (plus, cost of repair or replacement).	\$ 25.00
3. Offensive or unlawful activities.	\$ 25.00
4. Animals not leashed while outside of unit, animals tethered and not attended, failure to pick up animal waste.	\$ 25.00
5. Unauthorized exterior lighting or noise making devices.	\$ 25.00
6. Unsightly appearance visible from exterior.	\$ 25.00
7. Unauthorized parking of a trailer, camper, boat, boat trailer, or any other recreational vehicle.	\$ 25.00
8. Non-licensed and/or inoperable vehicles.	\$ 25.00
9. Unauthorized leasing or rental of units.	\$ 25.00
10. Unauthorized exterior changes.	\$ 25.00
11. Failure to furnish the Board with current contact information.	\$ 25.00
12. Replacement of pool key.	\$ 8.00
13. Replacement of CHOA Information Directory.	\$ 10.00
14. Claims resulting in false positives regarding illegally-parked vehicles	\$ 15.00
15. Violation of any provisions of the Declaration, Bylaws, or Association or Charbonneau Country Club Rules and Regulations not set forth above.	\$ 25.00

**The above fines may be imposed on a one-time, each occurrence, or, for continuing violations, on a daily, weekly, or monthly basis as determined by the Board. Notwithstanding the above schedule, the Board in its discretion may levy a fine not to exceed \$500.00 in total (whether on a single or continuing basis) if the Board finds that the violation was knowing, egregious, or a repeat violation.**

**CHARBONNEAU HOMEOWNERS' ASSOCIATION**

**INSURANCE RESOLUTION 9-11-2013**

**WHEREAS:**

A. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Charbonneau, The Village at Wilsonville (the "Declaration"), states that Charbonneau Homeowners Association (the "Association") shall obtain and maintain in force policies of insurance as provided in the Declaration.

B. Article XIV, Section 8, of the Declaration prescribes the type of property insurance the Association is required to obtain covering the Units and other buildings and improvements, and the type of liability insurance required to protect the Association and its members.

C. The Declaration and Bylaws of the Association do not specifically address responsibility for the payment of the deductible under the Association's insurance policies.

D. It is the intent of the Board of Directors to:

**Ensure that the Association has adequate coverage for property and liability insurance;**

**Ensure the continuing insurability of the Association at a reasonable price;**

**Prescribe a procedure for reporting and processing insurance claims; and**

**Establish a rule allocating responsibility to pay the deductible amount in a manner that is fair, reasonable, and predictable.**

**NOW THEREFORE, BE IT RESOLVED THAT** the conditions, requirements, and procedure set forth below be adopted.

**I. INSURANCE DEDUCTIBLE; OWNER AND TENANT INSURANCE**

**1.1. Determination of Deductible; Notice.**

(a) **Determination of Deductible by Board.** The Board of Directors shall determine the amount of the deductible for property loss insurance policies and any other insurance policies required to be obtained by the Association as provided in the Declaration or the Bylaws of the Association or applicable law. In determining the deductible under the policies, the Board shall take into consideration, among other factors, the availability, cost, and loss experience of the Association. In making the determination, the Board members shall exercise their reasonable business judgment.

(b) **Notice.** The Board shall give written notice to the Owners of the amount

of the deductible under the Association policies and any change in the deductible proposed in renewal or replacement insurance policies within thirty (30) days following the effective date of the change. The notice shall be delivered to each Unit or mailed to the mailing address of each Unit or mailed to the mailing address designated in writing by the Owners. The notice shall include substantially the following notice in type that is either all capitals or boldface:

**NOTICE**

**CHANGE IN ASSOCIATION  
INSURANCE COVERAGE**

**THERE ARE CHANGES IN INSURANCE POLICIES CARRIED BY THE ASSOCIATION. YOU SHOULD IMMEDIATELY NOTIFY YOUR INSURANCE AGENT OF THE CHANGES SET FORTH IN THE ENCLOSED INFORMATION AND ASK YOUR AGENT TO DETERMINE IF CHANGES TO YOUR INSURANCE POLICIES ARE NECESSARY.**

**1.2. Responsibility for Insurance.** The responsibility for insurance shall be as provided in this section.

**(a) Owners' Property Insurance.** Owners shall be responsible for obtaining and maintaining insurance policies insuring their Units for any losses less than the deductible amount under the Association's policies and for insuring their own personal property for any loss or damage.

**(b) Tenants.** Tenants shall be responsible for insuring their own personal property for any loss or damage if they desire such coverage. Owners shall be responsible to notify their tenants that the tenants' personal property is not covered by the Association's policy.

**(c) Owner and Tenant Liability Insurance.** Owners and tenants of all Units shall obtain and maintain comprehensive liability policies having combined limits of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) for each occurrence. The insurance shall provide coverage for, without limitation, the negligent acts of Owners and tenants and their guests or other occupants of the Units for damage to the common areas and other Units and the personal property of the others located therein.

**(d) Association.** The Association shall have no responsibility to obtain or assist in obtaining property loss insurance for any Owner or tenant for:

(1) Damage to a Unit not covered by the Association's policy (because of the deductible amount or because the claim for loss or damage is one not normally covered by fire and property loss insurance policies with extended coverage endorsements); or

(2) For any damage or loss to the Owner's or tenant's personal property.

**(e) No Monitoring.** The Association has no obligation to monitor whether owners and tenants comply with their respective obligations to maintain required insurance.

**1.3. Deductible or Other Uninsured Loss.** The Association's Declaration and Bylaws do not specifically establish who is responsible to pay the deductible amount under the Association's property insurance policy in the event of a loss. As deductible amounts increase in the current insurance industry climate, it becomes more important for the Association to establish a rule determining who is responsible to pay the deductible. After considering its options, the Board has determined that the best rule is to allocate the deductible to the party who is responsible for maintaining the damaged property under the Association's Declaration and Bylaws. This method is fair, predictable, avoids involving the Association in determination of negligence, and discourages Owners from filing numerous small claims, which can adversely affect the Association's insurability. For purposes of this Section 1.3, the term "deductible" includes both the deductible portion of an insured loss and a loss that is not insured when not required to be insured under the terms of the Declaration or Bylaws. The Board adopts the following rules for allocating the deductible:

**(a) Responsibility for Deductible Follows Responsibility for Maintenance.** The deductible amount under the Association's property loss insurance policy shall be paid by the party (parties) with responsibility for maintenance, repair, and replacement of the damaged item(s) without regard to whether the loss may have been caused by the negligence of any party. Since the Association is charged with maintenance, repair, and replacement of the common areas, and individual Owners are charged with maintenance, repair, and replacement of their individual Units, the Association will pay the deductible with regard to damage to the common areas, and individual Owners will pay the deductible for damage to their Units.

**(b) Allocation Among Several Parties.** If loss occurs to more than one Unit, the deductible amount under the Association's property loss insurance policy shall be allocated between or among the parties in proportion to their total respective losses. For example, if a fire event damages one Unit to the extent of \$100,000, and damages a second Unit to the extent of \$50,000, if the Association's deductible amount is \$10,000, the \$10,000 shall be allocated \$6,667 to the first Unit Owner and \$3,333 to the second Unit Owner, since the first Unit Owner suffered two-thirds of the total loss and the second Unit Owner suffered one-third of the total loss.

Another example: Assume an earthquake occurred and damage occurred to a building that is comprised of three units—A, B, and C. Assume further that the costs to rebuild the units were \$80,000.00, \$120,000.00, and \$200,000.00, respectively, for a total building reconstruction cost of \$400,000.00. The current earthquake deductible is 10% of the building's replacement cost. Assume that replacement cost is one million dollars (determined by the association's insurance provider). The deductible is 10% of that cost (= \$100,000.00), and the \$100,000.00 deductible would be distributed among units A, B, and C according to the following percentages: 20.00% (=  $80,000/400,000 \times 100$ ), 30.00% (=  $120,000/400,000 \times 100$ ), and 50.00% (=  $200,000/400,000 \times 100$ ). The corresponding dollar values would be: \$20,000.00, \$30,000.00, and \$50,000.00.

**(c) No Bar to Individual Claims.** Nothing in this Resolution shall bar a claim by any party, including, without limitation, any Owner or the Association, to recover any loss or



damage caused by the negligence of any other party. The purpose of this Resolution is to create an efficient, doubt-free mechanism to fund the deductible so as to permit the prompt repair of the damaged portions of the Units, buildings, and other improvements to be insured. For example, if only Owner A's Unit is damaged and he believes the damage is due to the negligence of Owner B, this Resolution requires Owner A to pay the deductible portion of the loss. Following such payment, however, nothing in this Resolution prevents Owner A from pursuing a claim against Owner B to recover the deductible amount paid by Owner A.

**(d) Earthquake Insurance.** The deductible under the Association's earthquake insurance policy or endorsement shall be allocated among the Owners and Association in the same manner as set forth in Section 1.3 (a) and (b) above. Because deductibles under earthquake policies tend to be substantially higher than conventional property loss policy deductibles, Owners should be aware of the amount of these deductibles and should discuss coverage for such deductibles with their insurance providers.

## II. DUPLICATE INSURANCE COVERAGE

In the event of duplicate insurance coverage (Association and an Owner have insurance covering the same element), the insurance policy obtained by the Association shall be considered the primary coverage.

## III. PROCEDURE FOR HANDLING CLAIMS

**3.1** All claims against the Association's insurance shall be processed through and coordinated by the Board of Directors, or, if authorized, the Association's managing agent.

**3.2** Charges of managing agents for handling claims, as well as fees and costs for consultants, counsel, and other persons assisting the Association, shall be treated as part of the overall loss, apportioned, if at all, in the same manner as the deductible is apportioned.

## IV. PROCEDURE FOR INVESTIGATION AND REPAIR

**4.1 Investigation.** Upon the occurrence of damage affecting any Unit(s) or common area, the Board of Directors shall conduct such investigation as it considers reasonable under the circumstances to determine the nature and extent of the damage, the likely cause of the damage, and the likelihood of insurance coverage for the same. The Board may retain such contractors, consultants, or counsel as it considers appropriate under the circumstances.

**4.2 Repairs to Common Areas.** The Association shall always control the conduct of maintenance and repairs to common areas.

**4.3 Repairs to Unit(s).** In the event of damage to one or more Units with respect to which there is any coverage under the Association's insurance policy, the Association retains the right, but not the duty, to control the solicitation of bids and the conduct of repairs for such damage. In its discretion, the Board of Directors may choose to permit an individual Owner to control the conduct of repairs to the Unit; depending upon a) the relative financial contributions of the Association's insurance and the individual Owner or its insurance carrier; b) the Board's confidence that Unit repair work will not adversely affect the common areas or other Units; and c) other relevant factors.

**IN WITNESS WHEREOF**, the undersigned hereby certifies that the foregoing Resolution was adopted at a meeting of the Board of Directors on September 11, 2013.

**CHARBONNEAU HOMEOWNERS ASSOCIATION**

*William Steele*

By: \_\_\_\_\_

President

*Rosemary Ricken*

By: \_\_\_\_\_

Secretary

**DECLARATION OF TRUST 12-8-1993**

On the 8<sup>th</sup> day of December 1993, the Board of Directors (hereinafter called "Board") of the Charbonneau Homeowners Association (hereinafter called "Association"), of Wilsonville, Clackamas County, Oregon, by this Declaration of Trust does hereby confirm and readopt the Charbonneau Homeowners' Trust (hereinafter called "Trust") that was established by the Association on and as of January 1, 1986 by Resolution adopted by its Board on August 14, 1985.

**PURPOSE OF THE TRUST**

The Trust has been established for the purpose of funding the costs of maintenance, repair, and replacements of the exterior parts of the residences that are approved by the Board and to be borne by the owners thereof.

**FUNDING OF THE TRUST**

That portion of the monthly assessment paid by each homeowner which the board has designated to be for the homeowner's reserve for the purposes stated in Article I above, shall be separated from the total assessment paid, separately accounted for as the homeowner's individual trust account, and transferred to the Trust.

Any homeowner may at any time add funds to the Trust for inclusion in the individual homeowner's trust account.

In addition to the funds credited to the individual homeowners' trust accounts, the interest earned on all such funds shall also be part of the Trust.

**DESIGNATION OF TRUST ASSETS**

All funds, including the earnings thereon, in the Trust are and shall be designated as reserve funds for the purposes stated in Article I above.

**OPERATION OF THE TRUST**

All funds contained in the Trust, except for a working balance that may be kept in the Trust's checking account, shall be invested in such certificates and securities as determined from time to time by the Association's board.

The earnings of the Trust's funds shall be credited to each individual homeowner trust account in proportion to the balance then contained in each such account.

Annually the Association shall account to each individual homeowner for the principal amount contained in their account, and for the earnings credited that year to each such account, which earnings shall be the tax liability of the individual homeowner.

The funds set aside in each individual homeowner's trust account, including the earnings thereon, may not be withdrawn by the homeowner but shall be transferred to the next succeeding owner of the residence location.

Subject to approval by the board, funds contained in each individual homeowner's trust account will be used to pay the costs described in Article I above. The amount of such costs which exceeds the

amount available in the individual homeowner's trust account shall be charged and billed to the homeowner, who shall promptly reimburse the Association therefore, and any such balance shall be subject to Section 8 of Article VI of the Association's Covenants.

**TRUSTEES AND POWERS**

The trustees of the Trust shall be the officers of the Association, who shall function ministerially and without discretion as directed from time to time by the Association's Board, and each such trustee shall act as and in the capacity of their office.

**POWER TO AMEND OR REVOKE**

The Association's Board reserves to itself the right and power to amend or revoke in whole or in part the Trust hereby created.

I N WITNESS WHEREOF, the Association, by action taken by and authority of its board, has executed this instrument on the day and year first above written.

**Donald Wilson**  
Donald Wilson, President

**Catherine Berscheid**  
Catherine Berscheid, Secretary  
STATE OF OREGON  
County of Clackamas

On December 8, 1993 personally appeared Donald Wilson and Catherine Berscheid, who, being duly sworn, did each say that the former is the president and the latter is the secretary of the Charbonneau Homeowners Association, a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

**Earle V. White**  
Earle V. White  
OFFICIAL SEAL EARLE V. WHITE  
NOTARY PUBLIC. OREGON COMMISSION NO. A224976  
MY COMMISSION EXPIRES FEB. 1, 1994

**First Amendment of Declaration of Trust 12-13-1995**

WHEREAS, on December 8, 1993 the board of directors of the CHARBONNEAU HOMEOWNERS ASSOCIATION adopted a Declaration of Trust for the purpose of funding costs of maintenance, repair, and replacements of the exterior parts of the residences to be borne by the owners, to be financed by portions of the owners' monthly assessments set aside in homeowner reserves; and, WHEREAS, the board has determined that the uses of such reserves should be limited; THEREFORE, on and as of December 13, 1995 said board has adopted an Amendment of said Declaration of Trust so that Article IV. E. therein shall read as follows:

**IV. OPERATION OF TRUST**

E. The funds contained in each individual homeowner's trust account shall only be used to pay for the cost of exterior painting of the homeowner's residence location. If there should be any excess of funds in an individual trust account over costs incurred or next anticipated for such painting, withdrawals may be made for other costs described in Article I, subject to the board's approval.

David Kohls  
David Kohls, President

K. C. Weary  
K. C. Weary, Secretary  
STATE OF OREGON  
County of Clackamas

On December 13, 1995 personally appeared David Kohls and K. C. Weary, who, being duly sworn, did each say that the former is the president and the latter is the secretary of the Charbonneau Homeowners Association, a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

OFFICIAL SEAL EARLE V. WHITE  
NOTARY PUBLIC. OREGON COMMISSION NO. A224976  
MY COMMISSION EXPIRES FEB.

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