

THE DISCOVERY WEST OWNERS ASSOCIATION, INC.
WRITTEN CONSENT OF DIRECTORS
(Fine Schedule)

The Board of Directors of DISCOVERY WEST OWNERS ASSOCIATION, INC., (the "Association"), makes the following findings:

It is in the best interest of the Association and all Owners within Discovery West to comply with the Declaration of Covenants, Conditions, Restrictions and Easements (the "CC&Rs"), the Bylaws, Architectural Guidelines and any other Governing Documents approved by the Board of Directors from time to time (collectively, the "Governing Documents") for Discovery West.

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

RESOLVED, that the Process and Fine Schedule for violations of the Governing Documents attached hereto as **Exhibit A** is hereby adopted as the Process and Fine Schedule for Discovery West.

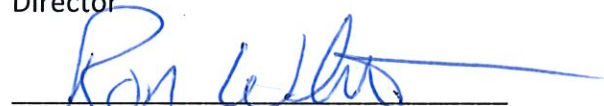
RESOLVED FURTHER, that the foregoing resolutions shall be effective as of October 22, 2020

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

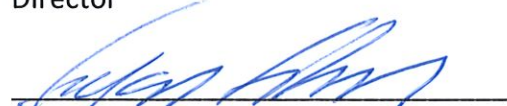
Dated as of: October 22, 2020



Kirk Schueler
Director



Ron White
Director



Grayson Graham
Director



Jade Mayer
Director

Exhibit A
Process and Fine Schedule for Discovery West Owners Association

The following shall apply to violations of any of the Governing Documents (as defined in the foregoing resolution and as may be amended from time to time). The enforcing body is the Board of Directors of the Association (the "Board") Board.

1. Notice. A written notice of an alleged violation will be transmitted to the applicable owner. Such notice shall provide the owner with 21 days from the date of the notice to do one of the following:
 - (a) Correct the alleged violation; or
 - (b) Contact the Board and negotiate a timeline for correction; or
 - (c) Request a hearing in front of the Board.
2. In the event that the owner does not request a hearing within the 21-day period or, in the case the owner does not prevail in his/her hearing, the Board shall then have authority to impose fines and costs as provided within.
3. Hearing.
 - (a) In the event that the owner elects to request a hearing, the Board shall schedule one within 30 days of receipt of the request.
 - (b) At the hearing, the owner shall be given a reasonable opportunity to address the Board and to present evidence in support of his or her position.
 - (c) Any parties opposing the owner's position (such as another owner within Discovery West) may, at the Board's discretion, have a reasonable opportunity to address the Board and to present evidence of the alleged violation and/or to counter the evidence provided by the owner.
 - (d) Subject to the foregoing, the balance of the process shall be left to the discretion of the Board.
 - (e) The Board shall have the authority to continue the hearing to a later date to allow for the collection of additional evidence and/or to extend deliberations if it deems the same necessary.
 - (f) The Board shall render its decision in writing within 15 days after the close of the hearing(s).

(g) In the event that the Board rules against the owner, the owner shall have 10 days to correct the violation or be subject to fines and costs as provided in the attached schedule.

(h) The owner shall bear its own costs and expenses in connection with the alleged violation, including, without limitation, all costs associated with the hearing, regardless of the outcome.

4. Each violation may be assessed again every 30 days until the violation has been remedied.
5. In the event that the alleged violation relates to Article 17, Section 17.12 (Non-compliance) of the CC&Rs, the owner charged with a violation shall immediately cease construction or other development work until such time as the alleged violation has been resolved, whether through remediation of the violation or a decision in favor of the owner through the hearings process.
6. All fines and costs levied hereunder as well as all costs incurred by the Association in connection with enforcing the CC&Rs against any owner (but specifically excluding costs associated with a hearing for an owner who substantially prevails after such hearing) shall be a Corrective Assessment, as defined in Section 1.18 of the CC&Rs and assessed against the applicable owner's lot.
7. Any fines levied against an owner shall be payable within ten (10) days after the date of written notice of the imposition of the fine. If fines are not timely paid, they will bear interest from the initial due date at the lesser rate of (i) twelve percent (12%) or (ii) the maximum rate permitted under applicable law. If fines and late fees are not paid within sixty (60) days of the date the fine was levied, the Association will record a lien on the owner's lot and may foreclose the same. The owner shall reimburse the Association for all costs associated with the lien, including, without limitation, all foreclosure costs, and expenses. All fines received by the Board will be deposited in the Association's operating account.
8. All fines, when the violation is not cured, may be re-assessed every 30 days (i.e., a single violation may be assessed an additional fine for each 30 days it is not remedied).
9. The following are specific Violations related to Article 9 of the CC&Rs and are subject to a fine of \$500 per violation:
 - (a) Article 9, Section 9.4.1, Maintenance Standards for Lots.
 - (b) Article 9, Section 9.4.2, Use.
 - (c) Article 9, Section 9.4.3, Screening.

- (d) Article 9, Section 9.4.4, Noxious Activities.
- (e) Article 9, Section 9.4.5, Fences, Walls, Hedges, Landscaping.
- (f) Article 9, Section 9.4.6, Animals.
- (g) Article 9, Section 9.4.7, Parking.

10. The following are specific Violations related to Article 9 of the CC&Rs and are subject to a fine of \$10,000 per violation:

- (a) Article 9, Section 9.4.9, Lot Line Adjustments.

11. The following are specific Violations related to Article 9 of the CC&Rs and are subject to a fine of \$500 per night for each address in violation:

- (a) Article 9, Section 9.4.10, Rentals.

12. The following are specific Violations related to Article 9 of the CC&Rs and are subject to a fine of \$10,000 per violation:

- (a) Article 9, Section 9.5, Re-Zoning; Partition; Consolidation.

13. The following are specific Violations related to Article 9 of the CC&Rs and are subject to a fine of \$1,000 per violation:

- (a) Article 9, Section 9.6, Fireworks.

14. Trees topped or removed without ARC approval will be deemed in violation of Article 17, Section 17.12 and subject to a fine of up to \$5,000 per tree. Remediation will also be required to mitigate the loss of the tree. Unauthorized tree removal during construction will result in immediate forfeiture of the refundable deposit and suspension of all construction activity on the Lot until a remediation plan is approved by the ARC and a new refundable deposit is received.

15. All other miscellaneous violations of the Discovery West CC&Rs, Bylaws, Architectural Guidelines, or other Governing Documents adopted by the Discovery West Owners Association Board of Directors will result in a fine of \$500 per violation.