

ASSOCIATION OF UNIT OWNERS OF SEAVIEW CONDOMINIUMS
RESOLUTION OF THE BOARD OF DIRECTORS

ENFORCEMENT RESOLUTION AND FINE SCHEDULE 2025

This resolution replaces the Enforcement Resolution that was distributed previously but undated and unsigned.

RECITALS

The Board of Directors works toward resolving conflict by friendly compromise, but when that fails, the Bylaws of the Association of Unit Owners of Seaview Condominiums as well as the Oregon Condominium Act, ORS 100.405, provide a process for resolving conflicts arising from violations of our governing documents. This document will provide general information to understand that process, types of violations, and their fines.

- A. **“Association”** is the Association of Unit Owners of Seaview Condominiums, an Oregon nonprofit corporation.
- B. **“Full owners”** are deeded owners to 100% of the unit.
- C. **“Fractional owners”** are deeded owners to less than 100% of the unit in 1/10 shares.
- D. The Association is governed by the following documents, referred to herein as “Governing Documents”:
 - i. Declaration Submitting Stage I of Seaview Condominiums to the Oregon Condominium Act, in Book 379, Page 703 in the records of Tillamook County, Oregon, including any amendments thereto (**“Declaration”**);
 - ii. *Bylaws of the Association of Unit Owners of Seaview Condominiums*, recorded in Book 379, Page 704 in the records of Tillamook County, Oregon, including any amendments thereto (**“Bylaws”**).
- E. The Association is also governed by the Oregon Condominium Act, ORS Chapter 100.
- F. Fractional Owners and Units are also governed by the *Fractional Interest Agreement* written by the Declarant and recorded in Tillamook County as follows:

Unit 101 recorded in Book 398 page 637 on October 13, 1997

Unit 102 recorded in Book 395 page 984 on April 30, 1998

Rev. 1/6/2025

Unit 103 recorded in Book 400 page 491 on September 22, 1998

Unit 202 recorded on June 21, 2018

Unit 203 recorded in Book 392 page 937 on January 15, 1998

Unit 303 recorded in Book 402 page 416 on December 1, 1998

- G. ORS 100.405(3) and Section 12.3 of the Declaration and Article V, Section 2 of the Bylaws vest the Board of Directors ("**Board**") with all the powers and duties necessary for the administration of the affairs of the Association.
- H. ORS 100.405(4), Section 5.3 of the Declaration and Article V, Section 2(m) of the Bylaws empower the Board to adopt Rules and Regulations.
- I. ORS 100.405(4) and Article VII, Section 6 and Article VIII, Section 4 of the Bylaws provide that the Board 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 resolution adopted by the Board of Directors.
- J. ORS 100.405, 100.475 and Article VIII, Section 9 of the Bylaws provide that fees, late charges, fines, and interest imposed are enforceable as assessments.
- K. For the benefit and protection of the Association and of the individual owners, the Board deems it necessary and desirable to establish a formal procedure for the handling of complaints and the enforcement of the Declaration, Bylaws, and Rules and Regulations to ensure that owners receive notice and an opportunity to be heard in cases involving alleged violations of the Declaration, Bylaws, or Rules and Regulations.
- L. The Board deems it necessary and desirable to adopt a *Fine Schedule*, attached as "Appendix A" to this Resolution, to be used by the Board in imposing sanctions for violations of the Declaration, Bylaws, or Rules and Regulations of the Association.

RESOLUTION

NOW, THEREFORE, IT IS RESOLVED that the procedure set forth below shall be the process for handling complaints and enforcement of violations of the Declaration, Bylaws, and the SEAVIEW RULES AND REGULATIONS document. This Resolution supersedes and replaces any other Resolutions regarding the subject matter of this Resolution to the extent they are inconsistent. The SEAVIEW RULES AND REGULATIONS document may be updated by majority vote of the Board of Directors, as necessary.

Fines will be assessed against any unit owner for violations by the unit owner, the owner's third-party guest, renter, trader, tenant, or invitee that was in attendance or occupied the owner's unit, for whom the complaint was directed.

Anyone who wishes to report a violation shall send their complaint to the Board at board@seaviewHOA.org. The Board of Directors may also initiate a complaint. The following information is necessary to investigate the complaint: your name, the name of the offender and the unit number, a description of the offending behavior or activity, including the date(s) and time(s) of the occurrence. Also describe if any attempted contact was made in good faith and what the outcome was of that discussion.

Once the Board receives a complaint, along with all the necessary information, then it will be investigated and verified. Any complaint that cannot be verified will be returned to the submitter. If the complaint is verified, then the owner will receive notice with instructions and will have an opportunity to be heard.

If the complaint is determined by the board to be justified, then fines will be assessed (APPENDIX A), and all payments are due and payable to the Association within the normal billing period. Fines will continue to be assessed until the violation is remedied.

The process described in the Association bylaws Article VIII-Collection of Assessments, Enforcement, is described here. Please see Article VIII for details.

(Article VIII-Section 1), all unit owners shall comply with the association's governing documents, and all adopted rules and regulations.

(Article VIII-Section 2.) The Board of Directors shall take prompt action against any violator to enforce the provisions of those governing documents, or any other document contained in the deed to the unit. The Board has a few options in responding and may opt for one or more as the situation demands.

(Article VIII-Section 3.) If the complaint is verified, and the situation constitutes an emergency, then the Board has the authority to either: (1) enter the unit or common area and summarily abate or remove, at the expense of the owner, the condition in violation, or (2) enjoin, abate, or remedy the condition by appropriate legal proceedings.

(Article VIII-Section 4.) If the complaint is verified, then the owner will be:

- Given written notice
- given a grace period (see Appendix A) from the date of delivery of the notice to correct the situation, and
- given the opportunity to be heard by contacting the Board, and
- the Board will schedule a hearing in executive session.

The written notice must specify the nature of the violation, citation to the rule or restriction that was violated, the amount of the fine, and the grace period in which the owner must correct the violation or request a hearing. The written notice must be delivered by certified mail, return receipt requested.

If the hearing is unsatisfactory or the grace period has expired without correcting the issue, a reasonable fine will be levied as an individual assessment against the unit.

(Article VIII-Section 5.) If a unit owner fails to pay an installment of an assessment when it is due, the Board may, after ten (10) days of written notice, declare the unit owner's entire annual or special assessment due immediately, and interest will begin to accrue on the entire amount until paid (see Appendix A).

(Article VIII-Section 6.) The association must comply with ORS 100.450 for unpaid fines. The owner's unit will be subject to a lien filed against the owner's title and any lien not paid will be subject to foreclosure of the property.

(Article VIII-Section 7.) The Board may bring an action to obtain a money judgment against the owner for damages or the unpaid assessment.

(Article VIII-Section 8.) The Board may deny or restrict the owner's right to use any common element so long as the assessment remains unpaid, or the violation continues.

(Article VIII-Section 9.) Unit owners will be responsible for all reasonable fees and costs, including attorney's fees incurred in connection with efforts to collect the delinquent and unpaid assessments, or to enforce this process, whether a suit or action is commenced.

BE IT FURTHER RESOLVED that a copy of this Resolution and the SEAVIEW RULES & REGULATIONS document be distributed to all owners.

The undersigned Chairperson and Secretary certify that the foregoing Enforcement Resolution and Fine Schedule was approved by majority of the Board of Directors effective as of January 7th, 2025.


Loft Lynette (Jan 21, 2025 17:04 PST)

Chairperson, Association of Unit Owners
of Seaview Condominiums


Elise Buckley (Jan 21, 2025 17:07 PST)

Secretary, Association of Unit Owners
of Seaview Condominiums

APPENDIX A:

FINE SCHEDULE

Violations	Fine Amount	Grace Period	Interest Rate on Unpaid Balance
Violations of any rules or regulations listed in the SEAVIEW RULES & REGULATIONS Document	\$100/occurrence \$50/day	14 days	12% per annum

SAMPLE NOTICE

Association of Unit Owners of Seaview Condominiums

[Date]

John Doe

[Address]

RE: Notice of Violation and Opportunity for a Hearing

Dear Mr. Doe:

This letter is to inform you that a condition or occurrence on your property is in violation of the Association's Declaration, Bylaws and Rules and Regulations. Owning a home in the community comes with many advantages, but also imposes some restrictions that are necessary to maintain harmony and consistency within the community and help enhance property values.

Specifically, the following violation has been noted:

[Description of Violation with citation to specific rule]

You have the opportunity to request a hearing to discuss this violation with the Board of Directors. You must request a hearing or correct the violation within fourteen (14) days of this letter. If you do not request a hearing or correct the violation within that time, the Board may exercise any or all of its remedies related to the violation, including but not limited to fines beginning on [date] according to the Association of Unit Owners of Seaview Condominiums Schedule of Fines.

Thank you for your prompt attention in this matter.

Sincerely,

Association Representative/Title

SEAVIEW RULES AND REGULATIONS

Association of Unit Owners of Seaview Condominiums

Per the Bylaws, the Board of Directors may adopt, modify or revoke rules and regulations that govern the conduct of persons and the use of the units and common elements in order to assure the peaceful and orderly use and enjoyment of the condominiums. Such rules and regulations may be modified or repealed by binding vote of the unit owners. *Rules with an asterisk are outlined in the Declaration and Bylaws and cannot be changed without a majority vote of the unit owners.*

ENJOYMENT & GOOD NEIGHBOR POLICIES:

- All persons shall exercise extreme care about creating disturbances, making noise, or using musical instruments, radios, television and amplifiers that may disturb other residents.*
- You and your guests must be considerate of the other owners and occupants at Seaview Condominiums and their right to the quiet enjoyment of their home and property.
- Be friendly, courteous, and treat them like you want to be treated.
- There is no playing in the halls or stairways.
- No bouncing of balls within the units or out in the hallway or stairway.
- Quiet hours for the City of Rockaway Beach are 10pm to 7am (Ordinance 19-436).
- Quiet hours for Seaview Condominiums 10pm to 7am.
- No smoking or vaping within any units, on any balconies or landings, in the lobby area nor in the parking garage. All smoking must be at least 10 feet outside of the building's edge and not below any balconies.

SAFETY:

- Space heaters (if used) must be plugged directly into an outlet and not an extension cord as that is a fire hazard.
- Only Duraflame and Presto logs can be burned in the fireplaces. No real wood fires, no driftwood.
- Units must have their dryer vent cleaned at least once per year and provide proof/notice to the Board that this has been completed.
- No BBQ's with flame- including gas, charcoal or pellet. Only electric BBQ's can be used.
- Beach fires must be west of the vegetation line (per Oregon law and Rockaway Beach Rules).
- No fires on Seaview property.

PLUMBING:

- Pods and Tabs for laundry and dishwashing are strictly prohibited. Only liquid, powder or dissolving sheets may be used.
- Only toilet paper and bodily waste should be flushed.
- Hygiene products and flushable wipes must be disposed of in the trash, not the toilets.
- Do not rinse any sand down the tub or shower drains.
- Do not launder any sandy clothing. Shake the sand off before washing.

LANDINGS & BALCONIES:

- Each unit owner shall keep their deck/balcony and other common elements appurtenant to the unit in a neat, clean and sanitary condition.*
- In order to preserve the attractive appearance of the condominiums, the Board of Directors may regulate the nature of items which may be placed in or on windows, decks, patios and the outside walls so as to be visible from other units, the common elements or outside the Condominiums. All such items shall be maintained in a neat, clean and sanitary manner by the unit owner.*
 - o Allowed items are limited to a welcome mat, chair and boot brush. (Units on the same floor should consider sharing chairs to minimize the number of chairs on each landing)
- No sand toys, towels, beach gear or shoes shall be left outside the front door.
- The emergency hallway (Storage Unit Hallway) shall always be clear and empty with no personal belongings stored.
- Bicycles shall be stored within the unit or within the storage unit. They cannot be stored in the emergency hallway or in the parking garage.
- No garments, rugs, or similar items shall be hung from the windows or from any of the facades, decks or terraces of the project.*
- It is prohibited to hang or shake dust rags, mops and similar items from windows or decks, or terraces, or to clean such items by beating them on an exterior part of the building.*
- No garbage, trash or other waste shall be deposited or maintained on any part of the common elements except areas or containers designated for such items.*
- No feeding seagulls or squirrels from the balconies or landings.
- If you use one of the utility carts, be sure to return it to the proper floor and storage location after use.

EXTERIOR APPEARANCE:

- Without prior written approval of the board of directors, no advertisements, posters or signs of any kind shall be displayed to public view on or from any unit or the common elements except signs used to advertise units for sale or lease.*
- No person shall install wiring for electrical or telephone installation, television antenna, satellite dish, machines or air conditioning units, or similar devices on the exterior of the Condominiums or cause them to protrude through the walls or roof of the Condominium except as authorized by the Board of Directors.*
- No exterior window guards, awnings, or shades, flag poles or exterior lights or noise making devices shall be installed without the prior consent of the Board of Directors.*
- All windows shall be covered with material that is white or lined with white, or as the board approves.* Replacement blinds for the windows facing the beach and wayside: Hunter Douglas Silhouette sheer shades in white. Blinds on the interior bedrooms (landing area) can be of any brand or style, but must be white or lined with white as visible from the exterior.

UNIT & BUILDING MAINTENANCE:

- Each unit owner must perform promptly all cleaning, maintenance and repair work within his own unit, which if omitted would affect the common elements of the Condominium or a part thereof belonging to other unit owners, and shall be responsible for the damages and liabilities that his failure to do so may cause.*
- Each unit owner shall be responsible for the repair, maintenance or replacement of windows, doors, and any plumbing, heating or air conditioning fixtures, telephones, water heaters, fans, lighting fixtures and lamps, fireplaces and flues, refrigerators, dishwashers, ranges, ovens or other appliances and accessories that may be in or connected with his unit, regardless of whether such items are designated common elements.*
- A unit owner shall promptly reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault or at his direction, as provided in Article X, Section 7 of the Bylaws.*
- It is recommended that each unit have their sliding door wheels lubricated and serviced at least twice a year.

VEHICLES AND PARKING:

- The parking spaces are intended for use of automobiles of only unit owners and guests.*
- Vehicular traffic on the streets and drives within the condominium shall be limited to five (5) miles per hour as a safety precaution.*
- No trucks, boats, house trailers, motor homes, pickup campers, mobile homes or like recreational vehicles shall be used for residential purposes, nor shall they be stored or parked on the common elements except in areas specifically so designated by the Board of Directors.* The Board has approved trailer and boat parking in the 2 spots closest to the dumpster with the trailer backed onto the grassy area. Board approval must be obtained prior to parking any recreational vehicles or boats.
- There is no overnight camping or sleeping in any trailers or RV's
- The board may make such rules necessary to govern the use of any parking areas by which all unit owners and other users shall be bound.*
- There is no washing of vehicles on Seaview property.
- There is no electric vehicle charging capabilities on the property. Do not run an extension cord to your vehicle from your unit or any other outlet.
- Do not park in the space next to the dumpster on Fridays- this is trash pick-up day.

PETS:

- Other than a maximum of two (2) household pets per unit, no animals or fowls shall be raised, kept or permitted within the condominium or any part thereof. No animals, fowls or pets of any kind shall be kept, bred or raised for commercial purposes.*
- Those unit owners keeping pets will abide by municipal sanitary regulations, leash laws and rules and regulations promulgated by the Board of Directors. The unit owner may be required to remove a pet after receipt of two (2) notices in writing from the Board of Directors of violations of any such laws, rules or regulations governing pets.*
- All pets must be on a leash when in common areas.
- Fractional Ownership Units may have additional restrictions.

RENTING/ LEASING:

- No unit owner shall be permitted to lease his unit for hotel or transient purposes.*
- No unit owners shall lease less than the entire unit.*
- Any lease or rental agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure to comply with that there shall be a default under the lease.*
- All leases shall be in writing and copies shall be given to the Board of Directors.*

BUSINESS USE OF UNITS:

- No commercial activities of any kind without consent of the Board of Directors, except activities relating to the rental or sale of units. This provision shall not prohibit a unit owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional records or accounts, handling his personal business or professional telephone calls, or occasionally conferring with business or professional associates, clients or customers in his unit.*
- All units shall be used for residential purposes only, and all common elements shall be used in a manner conducive to such purposes.*

INSURANCE:

- Nothing shall be done or kept in any unit or in the common elements which will increase the cost of insurance on the common elements.*
- A Unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the condominium, reduce the value thereof, impair any easement or hereditament or increase the common expenses of the association, unless the consent of all the other unit owners affected is first obtained.*
- No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in cancellation of insurance on any unit or any part of the common elements.*
- Minimum requirements for coverage: \$125,000 for Property, \$1M for Personal Liability, \$5,000 for Guest Medical Payments.
- Units must provide proof of insurance (declaration page) to the board annually at every renewal, or when requested by the Board or Officers to the Board.

FRACTIONAL UNITS: *Rules outlined in the Fractional Interest Agreement have an asterisk (*)*

- Maximum Occupancy is six*
- Children under the age of 18 must be accompanied by a supervising adult.*
- No animals or pets of any kind shall be allowed or kept in the Unit.*
- Any owner who is more than 30 days delinquent in the payment of any assessment or installment shall have no right to occupy the Unit during the owner's use period.*
- Other owners in the Unit have the right to file a lien against the delinquent owner.*
- Insurance policies must name all owners of the unit.
- Owners must vacate the property at the time specified by their Unit, and not arrive any earlier than the agreed upon time for their Unit.