



Meeting Minutes  
May 17, 2005

**Opening:**

The Meeting of Quail Hollow-East Homeowners Association Members was called to order at 7:35 P.M. on May 17, 2005 in Tigard, OR. by Dick Pacholl.

**Board Members Present:** Dick Pacholl  
David Casias  
John Lambert  
Gerald Pitts  
Judy Boyle was absent but voted in absentia by email.

**A. Approval of Agenda**

The agenda was unanimously approved as distributed.

**B. Approval of Minutes**

Reading of the minutes of the previous meeting was waived.

**C. Treasurer's Report**

The treasurer's report was read by Gerald Pitts and approved as read.

**D. Open Issues**

There were no open issues.

**E. New Business**

1. Block Party

A discussion was held regarding this year's annual Block Party. Motion by David was made and seconded to hold the Block Party on Saturday, August 13, 2005 from noon to 4 PM. The vote was taken and passed unanimously. Motion by Dick was made and seconded to allocate \$2000.00 for the Block Party. The vote was taken and passed unanimously.

2. Garage Sale

The Annual Garage Sale is scheduled to be held August 5-7, 2005 with Teri Eldien to coordinate sale activities. Motion by Dick was made and seconded to allocate \$100 for this years garage sale budget. The vote was taken and passed unanimously.

3. Water Fountain in the park

The estimated cost of a water fountain in the park is over \$10,000.00. Motion by Dick was made and seconded to table consideration of installation of the water fountain in the park. The vote was taken and passed unanimously.

#### 4. Landscaping projects

##### Bark dust

An estimate was obtained from Bark Blowers to put bark dust in the common areas where previously bark dust had been placed. The estimate for two inches of bark dust would cost \$3132.00 and for one inch the cost is \$1566.00. Motion by John was made and seconded to approve one inch of bark dust at the cost of \$1566.00. The vote was taken and passed unanimously.

##### Trees in the park

An estimate was obtained from Tryon Creek to move the one live plant under the trellises and remove the dead ones at a cost of \$270.00. In addition, the estimate included planting five Birch trees along the boundary to assist in giving protection to Wil Eichorn's home at a cost of \$990.00 for 5-8' trees or \$1230.00 for 8-12' trees. Motion was made by Dick was made and seconded to approve the contract for the removal of the dead plants and move the live one and install 5 8-12' trees for a total cost of \$1500.00. The vote was taken and passed unanimously.

#### 5. Verizon & City of Tigard Complaints

There was discussion of the work performed in the subdivision by Verizon's sub-contractor and the paint that was placed on the streets and landscaping by the City of Tigard. It was agreed that the telephone number given to Dick would be published in the Newsletter and homeowners could make contact with the complaint department relative to the problems they had on their property whereas Dick would compose a letter to the City of Tigard and Verizon regarding the overall degradation of the subdivision.

#### 6. Lawn care policy

The issue of lack of lawn care maintenance was brought to the attention of the Board as a result of a complaint from a member relative to an adjoining property. Section 13 of the Declaration of Covenants, Conditions and Restrictions addresses the issue but does not set a procedure. The following policy was determined to address the issue. Motion by David was made and seconded to accept the policy of the home association regarding lawn care maintenance (copy attached to these minutes). The vote was taken and passed unanimously.

#### 7. Revision of the Declaration of Covenants, Conditions and Restrictions

The wording of Section 8 of the CC&Rs does not allow for members to park their car in the driveway even though that was not assumed to be the intent of the framer of the document. In addition, some of the homes were built in such a way that Section 12 can not be enforced so rather than ignore the sections correction of the wording is proposed. Motion by David was made and seconded to accept the proposed changes (text attached to these minutes) and submit the petition to the homeowners for approval or rejection. The vote was taken and passed unanimously.

#### 8. PooperScooper for the dog doodoo

It was brought to the attention of the Board that children were stepping in doggy droppings in the park. A notice to members will again be placed in the Newsletter and signs will be placed in the park as reminders to clean up after your dog. Motion by Dick was made and seconded to check out professional pooper scooper service with \$50 per month maximum cost. The vote was taken and passed unanimously.

#### **F. Adjournment:**

Meeting was adjourned at 8:52 PM by Dick Pacholl.

Minutes submitted by: John Lambert, Secretary



15685 SW 116<sup>th</sup> Ave #311  
King City, OR 97224

## Lawn Care Policy

WHEREAS, Article VI of the Bylaws of the Quail Hollow-East Homeowners Association grants power to the Board of Directors to conduct Association business, and Section 17 of the Declaration of Covenants, Conditions and Restrictions (CC&R's) grants the authority to make rules governing the Home Association.

Section 13 of the Declaration of Covenants, Conditions and Restrictions states:

*HOME AND YARD MAINTENANCE. The maintenance, upkeep and repair of individual homes shall be the sole responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their Lots and homes and all appearances thereto at all times. All lawns shall be adequately watered and kept mowed and properly trimmed. Each Owner shall be obligated to maintain all landscaping (including lawn) on Owner's Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Quail Hollow. After notice to an Owner from the Association of such Owner's failure to so maintain such landscaping, the Association, at its sole discretion, shall have the right, through its agents and employees to enter upon such Lot in order to repair, maintain and/or restore the landscaping. The cost of such work shall be an assessment on such Owner and its Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto. Prior to Turnover to the Association, Declarant shall have the same authority and rights of enforcement as provided to the Association. In this Section, each Owner is responsible for the operation, repair and maintenance including winterization and spring start-up of their own private front yard sprinkler system installed by Declarant during home construction.*

LET IT BE RESOLVED THAT these procedures shall be followed:

1. Definitions
  - a. *Member* - Owner of the property
  - b. *Violation* - failure to water and maintain the front lawn and landscaping in a healthy and attractive state comparable to that on other lots in Quail Hollow-East.
  - c. *Complaint* - Verbal or written notification to the Board of Directors of a *violation* as defined above.
2. Upon notification to the Board of a *violation*, a letter will be sent via first class mail to the *member* as defined above, advising of the *violation*, asking the *member* to comply with CC&R's section 13 within ten days of the date of the letter (sample attached).
3. If in non-compliance after that date a landscape company will be hired to bring the property into compliance at the *member's* expense.
4. If the *member* immediately notifies the Board of a circumstance beyond the *member's* control exists which precludes bringing the property into compliance, the Board will determine if an extension and the amount of time that should be given to bring the property into compliance.

Recorded in the Book of Minutes: May 17, 2005

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

\_\_\_\_\_  
President, Board of Directors  
Quail Hollow-East Homeowners Association



SAMPLE LETTER

Date

Member  
Address

The appearance of your front lawn does not meet the specifications required under Section 13 of the Declaration of Covenants, Conditions and Restrictions (CC&Rs), to which you agreed at the time you purchased your property. Section 13 states:

HOME AND YARD MAINTENANCE. The maintenance, upkeep and repair of individual homes shall be the sole responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their Lots and homes and all appearances thereto at all times. All lawns shall be adequately watered and kept mowed and properly trimmed. Each Owner shall be obligated to maintain all landscaping (including lawn) on Owner's Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Quail Hollow. After notice to an Owner from the Association of such Owner's failure to so maintain such landscaping, the Association, at its sole discretion, shall have the right, through its agents and employees to enter upon such Lot in order to repair, maintain and/or restore the landscaping. The cost of such work shall be an assessment on such Owner and its Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto. Prior to Turnover to the Association, Declarant shall have the same authority and rights of enforcement as provided to the Association. In this Section, each Owner is responsible for the operation, repair and maintenance including winterization and spring start-up of their own private front yard sprinkler system installed by Declarant during home construction.

If you have a problem, maybe we can be of assistance to you, please let us know right away.

You must bring your lawn into compliance with the CC&R's or notify the Board of Directors as to why you can not comply within 10 days of the date of this letter. You can make notification by calling (503) 579-6880.

If you do not bring your property into compliance or notify the Board of Directors as to why you can not, the Board will hire a landscape company to bring your property into compliance at your expense.

Sincerely,

President  
Quail Hollow East Homeowners Association

After Recording Return to:  
Quail Hollow East Homeowners Association  
15685 SW 116th #311  
King City, OR 97224

4<sup>th</sup> AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR QUAIL HOLLOW EAST

Quail Hollow Tigard, LLC, an Oregon limited liability company, filed of record certain Covenants, Conditions and Restrictions for Quail Hollow-East ("CC&R"), recorded May 28<sup>th</sup>, 1999 as Document No. 99065783.1 in the Washington County Deed of Records. Pursuant to Section 29 of the CC&R's, all rights of the Quail Hollow-East LLC, as Declarant, are automatically transferred and vested in Venture Properties, Inc. upon Venture Properties, Inc. closing of the first 20 lots in the Quail Hollow-East subdivision. Said closing occurred October 14, 1999 and therefore all rights of the Quail Hollow-East LLC have automatically transferred to Venture Properties, Inc. Subsequently was transferred to the homeowners during a Turnover meeting held March 12, 2003.

The governing CC&R's for Quail Hollow-East are hereby amended by the majority of the homeowners as successors to Venture Properties, Inc., as approved by their signatures found on the petition circulated to approve this document (pages 2 through 5), by deleting the existing language in Sections 8 and 12 and replacing with the following language:

8. **PARKING.** Parking of **all** boats, trailers, recreational vehicles, ~~trucks, and~~ campers **or** similar equipment **and trucks** in excess of the three-quarter of a ton **carrying capacity** shall not be allowed on any Lot or street, except within an enclosed garage or screened behind a six-foot or other height fence permitted by the City of Tigard Building Code, ~~which prevents the vehicle or equipment therein from being seen from any other Lot or any interior street in Quail Hollow-East.~~
  
12. **GARBAGE AND REFUSE DISPOSAL.** No Lot with a completed home on it shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment for the storage or disposal of such material shall ~~not be kept out of sight~~ **placed in the front of the structure** (except for scheduled garbage pickup) **and will be maintained** in a clean and sanitary condition. Common areas including open space and streets shall be maintained clear of any obstructions, including but not limited to trash containers and stored materials.

I, Richard L Pacholl, by my signature below, do certify that I did circulate and witness the signatures of a majority of the homeowners of Quail Hollow East Homeowners Association on a petition approving this amendment to the Declaration of Covenants, Conditions and Restrictions governing Quail Hollow East.

By \_\_\_\_\_  
Quail Hollow East Homeowners Association President

Dated \_\_\_\_\_

STATE OF OREGON, County of Washington}ss.

Personally appeared Richard Pacholl who being duly sworn, did say that he is President of Quail Hollow East Homeowners Association, Inc. and that said instrument was signed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be its voluntary act and deed.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public for Oregon