



Meeting Minutes
July 8, 2008

Opening:

A Special Board meeting of Quail Hollow-East Homeowners Association was called to order at 8:27 P.M. on July 8, 2008 in Tigard, OR. by Judy Boyle.

Present: Judy Boyle
Leilani Arellano
Gerald Pitts
Wayne Kephart
William Eichorn

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 Wayne Kephart and approved as read.

D. Open Issues

1. Review of Kick-ball in the Park
Will indicated the park was pretty quiet. The sign was installed and it appeared the policy was being adhered to without need for any further action.

E. New Business

1. Bench on the concrete slab
A suggestion was made to move the bench currently situated in the middle of the concrete slab to a perimeter location. This would give better use of the area. Motion by Gerald was made and seconded to move the bench to the north perimeter centered in front of the trellis. The vote was taken and passed unanimously.
2. Non-Compliance Violation Policy
It was determined the current policy needed to be amended to include some kind of enforcement method. Motion by Gerald was made and seconded to amend Non-Compliance Violation Policy as attached. The vote was taken and passed unanimously.
3. Amend CC&R Petition
Currently three sections of the CC&Rs are poorly worded. Section 8 Parking is worded such that a car can not be parked in the driveway of a lot inasmuch as it is similar equipment and weighs in excess of three quarter ton. In addition there is no provision for temporary needs of the members and the storage PODs that have become popular are not addressed. Section 12 requires the garbage containers to be hidden from sight whereas many homes have these containers beside the home and not behind a fence because of the lack of a fence. Section 13 does not address improper items placed in the front yard or driveway and has an improper first sentence to which is definitely not being adhered. By amending these sections via petition signed by a majority of the members proper clarification can be made with corresponding flexibility. Motion by Judy was made and seconded to amend the CC&Rs as attached and circulate a petition to obtain member signatures sufficient to record the amended sections. The membership is divided such that each board member will make contact with one fifth of the membership to obtain signatures of approval. Completion of the signature gathering is scheduled for July 31, 2008. The vote was taken and passed unanimously.

F. Adjournment:

Meeting was adjourned at 9:05 P.M. in Tigard, OR. by Judy Boyle.

Minutes submitted by: Leilani Arellano, Secretary



Non-Compliance Violation 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, Section 17 of the Covenants, Conditions and Restrictions grants the authority to make rules governing the Home Association.

LET IT BE RESOLVED THAT these procedures shall be followed:

1. DEFINITIONS:

- a. *Resident* - party living in the home which may be the property owner or party to which the property owner is leasing or renting the property
 - b. *Violation* - an action taken by a *resident* in contradiction to the Declaration of Covenants, Conditions and Restrictions or Bylaws of the Association which has the effect of causing safety hazards or overall reduction of property value.
2. Upon notification to the Board of a *violation*, a cease and desist notice will be given by letter to the *resident* and/or the property owner advising the *resident* and/or the property owner of the *violation* with the intent that the *violation* must be discontinued immediately.
 3. Depending on the nature of the *violation* the *Resident* and/or property owner will be given no more than 10 days from the date of the notice to discontinue the *violation*.
 4. If the *violation* is not discontinued within the notification period, a fine in the amount of \$10 will be charged to the property owner for each day each *violation* continues.
 5. If the same *violation* of the Covenants, Conditions and Restrictions should occur within one year of the initial *violation*, the fine will be assessed immediately upon notice to the Board of Directors that said *violation* is recurring and a cease and desist notification will be given to the *resident* and/or property owner.

Recorded in the Book of Minutes: May 8, 2003 [Amended July 8, 2008]

Date: _____

President, Board of Directors
Quail Hollow-East Homeowners Association

4th 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 28th, 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 16), by deleting the existing language in Sections 8, 12 and 13 and replacing with the following language:

8. **PARKING.** Parking of boats, all types of trailers, recreational vehicles, campers, and any vehicle with a carrying capacity greater than one ton shall not be allowed in a driveway within Quail Hollow-East except for the purpose of loading and unloading. Temporary storage of any of the foregoing items for a period not to exceed seven (7) days must be approved in writing by the Association Board of Directors. Permanent storage for the foregoing items shall not be allowed on any Lot except within an enclosed garage or screened behind a six-foot fence or other height fence permitted by the City of Tigard Building Code, in Quail Hollow-East. Except as set forth in the preceding, all of the foregoing shall be stored offsite at Owner’s sole expense. Storage PODs may be placed in the driveway for a period not to exceed fourteen (14) days. An extended period not to exceed an additional fourteen (14) days must be approved in writing by the Association Board of Directors. No vehicle in disrepair, sitting on blocks, or otherwise inoperable shall be parked in the driveway or front yard.

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 placed in the front of the structure (house and garage), except for scheduled garbage pickup and the container 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.

13. **HOME AND YARD MAINTENANCE.** The maintenance, upkeep and repair of individual homes shall be the sole responsibility of the Owner who shall maintain their Lots, homes and all appearances thereto at all times. All lawns shall be adequately watered, kept mowed and properly trimmed. Each Owner shall be obligated to maintain all landscaping, including lawn, on Owner’s Lot in a healthy, attractive state and in a manner comparable to that on the other Lots in Quail Hollow-East. No Owner shall use the front yard or driveway of the Lot as a source of storage for tools, furniture or any other object that a reasonable and prudent person would deem detrimental to property values within Quail Hollow-East Homeowners Association. After notice to an Owner from the Association of such Owner’s failure to so maintain said property, 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 and/or remove any offending items. 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. 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.