

“RIDGEVIEW” CONDOMINIUM OWNERS’ ASSOCIATION
Resolution of the Board of Directors

SERIAL SPECIAL ASSESSMENT RESOLUTION

RECITALS

- A. The “Ridgeview” Condominium Owners’ Association (“**Association**”) is charged with the operation and management of “Ridgeview” Condominium, located in Multnomah County, Oregon (“**Condominium**”).
- B. The Association is governed by the following documents recorded in Multnomah County, Oregon:
 - 1. *Declaration of Unit Ownership for “Ridgeview” Condominium*, recorded on September 15, 1978 in Book 1294, Page 2309 in the records of Multnomah County, Oregon, including any amendments thereto (“**Declaration**”); and
 - 2. *By-Laws of “Ridgeview” Condominium*, recorded simultaneously as an exhibit to the Declaration, including any amendments thereto (“**Bylaws**”).
- C. The Association is also governed by the Oregon Condominium Act, ORS Chapter 100 and the Oregon Nonprofit Corporation Act, ORS Chapter 65. The Association was formed as a nonprofit corporation by Articles of Incorporation filed with the Oregon Secretary of State, Corporation Division on September 3, 1985.
- D. ORS 100.405(3), Article XII of the Declaration and Article IV, Section 3 of the Bylaws vest the Board of Directors (“**Board**”) with all of the powers and duties necessary for the administration of the affairs of the Association.
- E. ORS 100.405(3), Article XII of the Declaration and Article IV, Section 11 of the Bylaws empower the Board to adopt rules and regulations.
- F. Pursuant to ORS 100.540 and Article IV, Section 3(a) of the Bylaws, the Board is responsible for the operation, care, upkeep, maintenance, repair of the common elements.
- G. Pursuant to Article XVII of the Declaration, the Board has the authority to levy special assessments for items not funded by the reserve account.
- H. Pursuant to Article III, Section O(1) of the Declaration and Article IV, Section 3(b) of the Bylaws, the Board is responsible for the determination of amounts required to pay for maintenance of commonly maintained property described above.

- I. Pursuant to ORS 100.405(4)(f), (n), (q), and (r), the Board has authority to make contracts and incur liabilities, assign its right to future income, including the right to receive common expense assessments, and to exercise all other powers that may be exercised in the state of Oregon by any association, as well as any other powers necessary and proper for the governance and operation of the Association. Under ORS 65.077(7), the Association may borrow money and secure any of its obligations by pledge of its property or income.
- J. The Board of Directors has determined, in consultation with experts, that remediation work is required on the building elements and that an appropriate and lasting repair includes building envelope rehabilitation and other repairs.
- K. The repairs also include repairs to windows and doors, the costs of which are the responsibility of each owner in accordance with Article IV, Section C(4) and Article XIX, Section A of the Declaration and therefore the actual costs of the window and door repairs will be allocated to each unit.
- L. The repairs also include a substantial upgrade to the building siding. Under Article IV, Section 3(j) of the Bylaws, capital improvements over \$1,000 must be approved by the owners. The owners have approved the upgrades to the building elements by the *Authorization of Capital Improvement* Resolution dated April 24, 2019.
- M. The Board estimates that the remaining funding required for the rehabilitation project is \$3,781,230. The Association has received a loan commitment from Mutual of Omaha Bank in this amount. The loan will be a fixed-rate loan with a term of twenty (20) years, with an initial one-year line of credit period, after which the line of credit will be converted to a fixed-rate loan for the remainder of the term. In order to cover the costs of the entire loan, including the line of credit period, this Resolution establishes a planned series of assessments amortized over 20 years.
- N. The Board finds it to be in the best interests of the Association to adopt a plan to levy a series of special assessments as provided in this Resolution to service the loan covering the costs of the remediation.

RESOLUTION

NOW THEREFORE IT IS RESOLVED THAT, pursuant to the authority under Article XVII of the Declaration, the Board hereby adopts a plan to levy a series of individual special assessments in the amount indicated below plus applicable interest and costs to be assessed against all units.

- 1. **Amount.** The principal amount of all special assessments that will be levied, including costs for window replacements but not including fees, is **\$3,781,230** and is referred to as the **"Total Principal."** The portion of Total Principal that does not include window and door repair shall be allocated among the units according to each unit's undivided interest in the common elements, and is identified in Exhibit A below as the **"Main Assessment."** The portion of the Total Principal that is for windows and doors shall be allocated based on the actual costs for each window and door, and is identified in Exhibit A as the

“Window Assessment.” The amount of the Total Principal allocated to each unit is referred to as the **“Principal”** and includes both the Main Principal allocated to each unit and the Window Assessment assigned to each unit. In order to pay off the entire Principal, each unit owner may either pay a series of special assessments which will include interest in addition to the Principal according to the terms in Section 2 below or prepay that unit owner’s Principal according to the terms in Section 3 below.

2. Payment of Special Assessment Series.

- (a) **Interest.** For those unit owners who do not elect to prepay under Section 2 below, the Association will levy a series of separate special assessments each month against the unit. The amount of each monthly special assessment shall include part of the Principal, plus interest, which are outlined in the table attached as Exhibit A. The interest rate is anticipated to be a fixed rate of **5.00% per annum** for the life of the loan. The final interest rate may be adjusted prior to final closing of the loan.
- (b) **Management Fee.** A fee of \$8.00 per month shall be charged to each owner electing to pay the series of special assessments.
- (c) **Separate Monthly Assessments.** Each month’s special assessment as shown on Exhibit A constitutes a separate and distinct special assessment levied against the unit. The special assessment shall not be deemed levied until the first (1st) day of each month that the special assessment is due. There will be 240 separate and distinct special assessments commencing on **August 1, 2019** and continuing monthly through **July 1, 2039** for owners who do not elect to prepay the Principal under Section 3 below.
- (d) **Due Date.** Each subsequent monthly special assessment shall be due on the first (1st) day of each month. Each monthly special assessment shall be considered late if not received within thirty (30) days of the due date.

3. Prepayment of Principal.

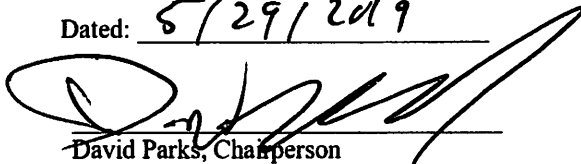
- (a) **Prepayment in Full.** An owner may prepay the entire Principal as shown under the **“Principal”** column of Exhibit A. If an owner makes a prepayment of the owner’s entire Principal before the levy of the first monthly special assessment, the owner will not be charged any interest as provided in Section 2 above. If, after the first monthly special assessment, the owner makes a prepayment of the entire remaining Principal then owing, the owner shall receive a credit in the amount of any unpaid interest on all remaining monthly special assessments as of the date the Association receives the prepayment. The Board of Directors or manager shall then calculate the amount of the interest credit and the remaining Principal as of the date of prepayment.
- (b) **Partial Prepayment.** An owner may prepay less than all of any remaining Principal at any time. A partial prepayment that does not pay off all remaining Principal does not qualify an owner for an interest credit. Separate monthly

assessments including interest shall continue until the remaining Principal is paid in full.

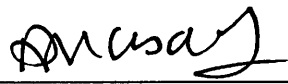
4. **Additional Special Assessments.** The Board does not anticipate any remaining principal or interest owing on the loan after the final monthly special assessment. However, to the extent there are amounts still owing on the loan, each owner will be specially assessed as a final assessment to pay for any remaining expenses. This Resolution does not prohibit the Board from levying additional special assessments because of unexpected expenses due to nonpayment by other owners or other unforeseen circumstances. Payment of all or part of any special assessment by an owner under this Resolution does not entitle that owner to a release from any liability for future assessments arising out of the remediation project or borrowing of funds by the Association.
5. **NSF Fee.** In the event that a check purporting to pay a monthly special assessment is returned for reason of non-sufficient funds or for any other reason, there will be levied against that unit and owner a charge in accordance with an Association Collection Resolution plus any other additional charges established by an Association Collection Resolution.
6. **Collection of Unpaid Special Assessments.** All unpaid sums due under this Serial Special Assessment Resolution shall be collected in accordance with the Declaration, Bylaws and any rules and regulations of the Association, including without limitation the Collection Resolution adopted by the Board of Directors.
7. **Notice of Monthly Special Assessment Amount.** The Board of Directors shall advise each owner in writing of the amount of assessments payable by such owner and of the date by which the lump sum or first monthly assessment is to be paid. The Board of Directors shall furnish a copy of the budget on which such assessments are based.
8. **Discretion to Record Notice of Special Assessment.** To the extent they deem it necessary or appropriate, the Board of Directors may record a notice of special assessments in the deed records of Multnomah County, Oregon against all units.
9. **Amendment.** The Board may amend this Serial Special Assessment Resolution and the amounts under Exhibit A below as such other changes are needed from time to time. Should the amounts under the Table of Payments in Exhibit A be amended, the Board shall distribute an updated Table of Payments to the affected owners.

The undersigned Chairperson and Secretary certify that this Resolution was approved by the Board of Directors at a meeting held on: 5/29/2019.

Dated: 5/29/2019



David Parks, Chairperson
"Ridgeview" Condominium Owners'
Association



Ashwini Prasad, Secretary
"Ridgeview" Condominium Owners'
Association

EXHIBIT A
Table of Payments

Total Principal Assessed: \$3,781,230
Main Assessment: \$3,592,553.07
Door/Window Assessment: \$188,676.93
Interest Rate*: 5.00% (*rate may be adjusted before closing of the loan)
Periods (in months): 240

Unit	Percentage Interest	Main Assessment	Door/ Window Assessment	Principal	Interest	Principal plus Interest	Monthly Assessment plus Management Fee (\$8)
1	1.36511233%	\$49,042.38	\$2,703.94	\$51,746.32	\$30,214.36	\$81,960.68	\$349.50
2	1.32093394%	\$47,455.25	\$2,703.94	\$50,159.19	\$29,287.64	\$79,446.83	\$339.03
3	1.63018268%	\$58,565.18	\$2,778.92	\$61,344.10	\$35,818.44	\$97,162.53	\$412.84
4	1.67436108%	\$60,152.31	\$2,956.32	\$63,108.63	\$36,848.74	\$99,957.37	\$424.49
5	1.37615693%	\$49,439.17	\$2,703.94	\$52,143.11	\$30,446.04	\$82,589.14	\$352.12
6	1.33197853%	\$47,852.04	\$2,703.94	\$50,555.98	\$29,519.32	\$80,075.29	\$341.65
7	1.69645027%	\$60,945.88	\$2,778.92	\$63,724.80	\$37,208.51	\$100,933.31	\$428.56
8	1.74062866%	\$62,533.01	\$2,778.92	\$65,311.93	\$38,135.23	\$103,447.16	\$439.03
9	1.41370856%	\$50,788.23	\$3,211.77	\$54,000.00	\$31,530.26	\$85,530.26	\$364.38
10	1.36953017%	\$49,201.10	\$3,211.77	\$52,412.87	\$30,603.55	\$83,016.42	\$353.90
11	1.72737515%	\$62,056.87	\$2,778.92	\$64,835.79	\$37,857.21	\$102,693.00	\$435.89
12	1.77155354%	\$63,644.00	\$2,778.92	\$66,422.92	\$38,783.93	\$105,206.85	\$446.36
13	1.67436108%	\$60,152.31	\$3,156.88	\$63,309.19	\$36,965.84	\$100,275.03	\$425.81
14	1.32093394%	\$47,455.25	\$2,703.94	\$50,159.19	\$29,287.64	\$79,446.83	\$339.03
15	1.76271786%	\$63,326.57	\$3,334.54	\$66,661.11	\$38,923.01	\$105,584.12	\$447.93
16	1.63018268%	\$58,565.18	\$2,778.92	\$61,344.10	\$35,818.44	\$97,162.53	\$412.84
17	1.67436108%	\$60,152.31	\$2,778.92	\$62,931.23	\$36,745.15	\$99,676.38	\$423.32
18	1.74062866%	\$62,533.01	\$3,315.75	\$65,848.76	\$38,448.68	\$104,297.44	\$442.57
19	1.33197853%	\$47,852.04	\$2,771.75	\$50,623.79	\$29,558.91	\$80,182.70	\$342.09
20	1.82235869%	\$65,469.20	\$3,344.69	\$68,813.89	\$40,180.00	\$108,993.90	\$462.14
21	1.69645027%	\$60,945.88	\$2,789.07	\$63,734.95	\$37,214.44	\$100,949.38	\$428.62
22	1.74062866%	\$62,533.01	\$2,989.62	\$65,522.63	\$38,258.25	\$103,780.88	\$440.42
23	1.77155354%	\$63,644.00	\$3,315.75	\$66,959.75	\$39,097.38	\$106,057.13	\$449.90
24	1.36953017%	\$49,201.10	\$3,279.96	\$52,481.06	\$30,643.36	\$83,124.42	\$354.35
25	1.87758168%	\$67,453.12	\$3,344.69	\$70,797.81	\$41,338.40	\$112,136.21	\$475.23
26	1.72737515%	\$62,056.87	\$2,789.07	\$64,845.94	\$37,863.14	\$102,709.08	\$435.95
27	1.77155354%	\$63,644.00	\$2,989.62	\$66,633.62	\$38,906.96	\$105,540.58	\$447.75
28	1.63018268%	\$58,565.18	\$2,778.92	\$61,344.10	\$35,818.44	\$97,162.53	\$412.84

Unit	Percentage Interest	Main Assessment	Door/ Window Assessment	Principal	Interest	Principal plus Interest	Monthly Assessment plus Management Fee (\$8)
29	1.32093394%	\$47,455.25	\$2,703.94	\$50,159.19	\$29,287.64	\$79,446.83	\$339.03
30	1.32093394%	\$47,455.25	\$2,703.94	\$50,159.19	\$29,287.64	\$79,446.83	\$339.03
31	1.76271786%	\$63,326.57	\$3,334.54	\$66,661.11	\$38,923.01	\$105,584.12	\$447.93
32	1.32093393%	\$47,455.25	\$2,703.94	\$50,159.19	\$29,287.64	\$79,446.83	\$339.03
33	1.63018267%	\$58,565.18	\$2,778.92	\$61,344.10	\$35,818.44	\$97,162.53	\$412.84
34	1.67436107%	\$60,152.31	\$3,334.54	\$63,486.85	\$37,069.58	\$100,556.43	\$426.99
35	1.74062865%	\$62,533.01	\$3,156.88	\$65,689.89	\$38,355.92	\$104,045.80	\$441.52
36	1.69645026%	\$60,945.88	\$2,789.07	\$63,734.95	\$37,214.44	\$100,949.38	\$428.62
37	1.33197852%	\$47,852.04	\$2,703.94	\$50,555.98	\$29,519.32	\$80,075.29	\$341.65
38	1.33197852%	\$47,852.04	\$2,703.94	\$50,555.98	\$29,519.32	\$80,075.29	\$341.65
39	1.83340328%	\$65,865.99	\$3,344.69	\$69,210.68	\$40,411.68	\$109,622.36	\$464.76
40	1.33197852%	\$47,852.04	\$2,703.94	\$50,555.98	\$29,519.32	\$80,075.29	\$341.65
41	1.69645026%	\$60,945.88	\$2,789.07	\$63,734.95	\$37,214.44	\$100,949.38	\$428.62
42	1.74062865%	\$62,533.01	\$3,156.88	\$65,689.89	\$38,355.92	\$104,045.80	\$441.52
43	1.77155353%	\$63,644.00	\$3,156.88	\$66,800.88	\$39,004.62	\$105,805.50	\$448.86
44	1.72737514%	\$62,056.87	\$2,789.07	\$64,845.94	\$37,863.14	\$102,709.08	\$435.95
45	1.36953016%	\$49,201.10	\$3,211.77	\$52,412.87	\$30,603.55	\$83,016.42	\$353.90
46	1.36953016%	\$49,201.10	\$3,211.77	\$52,412.87	\$30,603.55	\$83,016.42	\$353.90
47	1.87758167%	\$67,453.12	\$3,344.69	\$70,797.81	\$41,338.40	\$112,136.21	\$475.23
48	1.36953016%	\$49,201.10	\$3,211.77	\$52,412.87	\$30,603.55	\$83,016.42	\$353.90
49	1.72737514%	\$62,056.87	\$2,789.07	\$64,845.94	\$37,863.14	\$102,709.08	\$435.95
50	1.77155353%	\$63,644.00	\$3,156.88	\$66,800.88	\$39,004.62	\$105,805.50	\$448.86
51	1.21490578%	\$43,646.13	\$2,703.94	\$46,350.07	\$27,063.52	\$73,413.60	\$313.89
52	1.21490578%	\$43,646.13	\$2,703.94	\$46,350.07	\$27,063.52	\$73,413.60	\$313.89
53	1.72295730%	\$61,898.16	\$2,883.57	\$64,781.73	\$37,825.65	\$102,607.37	\$435.53
54	1.21490578%	\$43,646.13	\$2,771.75	\$46,417.88	\$27,103.11	\$73,521.00	\$314.34
55	1.21490578%	\$43,646.13	\$2,771.75	\$46,417.88	\$27,103.11	\$73,521.00	\$314.34
56	1.77818029%	\$63,882.07	\$2,883.57	\$66,765.64	\$38,984.04	\$105,749.68	\$448.62
57	1.21490578%	\$43,646.13	\$2,771.75	\$46,417.88	\$27,103.11	\$73,521.00	\$314.34
58	1.21490578%	\$43,646.13	\$2,771.75	\$46,417.88	\$27,103.11	\$73,521.00	\$314.34
59	1.80026948%	\$64,675.64	\$2,883.57	\$67,559.21	\$39,447.40	\$107,006.61	\$453.86
60	2.18683042%	\$78,563.04	\$4,042.36	\$82,605.40	\$48,232.78	\$130,838.18	\$553.16
61	1.67877890%	\$60,311.02	\$3,557.09	\$63,868.11	\$37,292.19	\$101,160.31	\$429.50
62	2.18683042%	\$78,563.04	\$4,042.36	\$82,605.40	\$48,232.78	\$130,838.18	\$553.16
63	1.67877890%	\$60,311.02	\$3,557.09	\$63,868.11	\$37,292.19	\$101,160.31	\$429.50
Total	100.00000000%	\$3,592,553.07	\$188,676.93	\$3,781,230.00	\$2,207,836.66	\$5,989,066.66	