



Transfer Fee Policy

Purpose:

The Transfer Fee Policy is designed to outline the fees and procedures associated with the transfer of property ownership within the HOA. Transfer fees help cover administrative expenses related to ownership changes, including updating records; providing required documentation; coordinating with appraisers, lenders, inspectors, and realtors; and ensuring compliance with HOA governing documents.

1. Transfer Fee Definition

A Transfer Fee is a one-time fee charged to the buyer or seller of a property within the HOA community when ownership is transferred. This fee is intended to cover the administrative costs associated with processing the transfer.

2. Applicability

The Transfer Fee applies to all property transfers within the HOA, including:

- Sales of property
- Transfers due to inheritance, gifts, or other changes in ownership

This fee does not apply to title changes due to divorce, legal separation, or refinancing unless specified otherwise in HOA governing documents.

3. Fee Amount

The Transfer Fee is set by the HOA Board and may be reviewed annually to ensure it reflects actual administrative costs. The current Transfer Fee is \$1,200 per transfer. Any adjustments to this fee will be communicated to HOA members in advance and updated in the HOA's fee schedule.

4. Property Management Fees

Community Management, Inc. (CMI), the property management company for Club Estates East Condominiums will bill the buyer for reports provided to lenders/sellers/refinance agents as follows:

Price	Type of Report	Purpose
\$275	Resale Report	Resale Certificate-Used Primarily in Washington Association Documents and HOA Account Information
\$275	Escrow Report with Document	Association Documents and HOA Account Information
\$175	Lender Report	Condo Questionnaire – Used for Mortgages or Refinances
\$150	Community Association Documents	Seller’s Packet – Association Documents
\$250/Pay at Closing	Change in Ownership Fee	Database Administration
\$200/Pay at Closing	Escrow Report	HOA Account Information Requested by Title Companies
\$75	Assessment/Covenant Report	Used by Title for Refinances-Gives Only Current Account Information

5. Payment Responsibility

The Transfer Fee is typically the responsibility of the buyer, unless otherwise agreed upon in the property’s purchase agreement. Payment must be made to the HOA at or before the time of closing.

6. Use of Funds

Revenue from Transfer Fees will be allocated to:

- Administrative expenses associated with ownership transfers
- HOA document preparation and record-keeping
- Updates to owner records and communications with new owners
- Potential contributions to the HOA’s reserves or operating budget, as deemed necessary by the Board

7. Procedure for Transfer

- Notification: The seller or their agent must notify the HOA of the pending transfer at least 14 days before the closing date.
- Required Documents: Both the buyer and seller must provide any necessary documentation as requested by the HOA or CMI to complete the transfer, including a completed transfer form, contact information, and proof of payment for the Transfer Fee.
- Fee Payment: The Transfer Fee must be paid to the HOA prior to, or at, the closing. Payment can be made by check or other accepted methods designated by the HOA.

9. Disclosure Requirements

The HOA will provide disclosure documents upon request, outlining the HOA's governing rules, financial condition, and any relevant policies affecting ownership and maintenance. The HOA may charge an additional fee for document preparation, which is separate from the Transfer Fee.

10. Exemptions and Waivers

The Board reserves the right to waive the Transfer Fee in special cases, such as:

- Transfers within immediate family due to inheritance or estate planning purposes.
- Hardship cases, as determined by the Board on a case-by-case basis.

11. Policy Review and Revisions

This Transfer Fee Policy will be reviewed periodically to ensure alignment with HOA goals, governing documents, and applicable state laws. Any modifications to the Transfer Fee amount or policy terms will require Board approval and notice to the members.

Effective Date:

This policy is effective as of December 9, 2024, and will remain in effect until amended by the HOA Board.



Competitive Bidding Policy

Purpose:

The purpose of this Competitive Bidding Policy is to ensure fair, transparent, and cost-effective selection of contractors, vendors, and service providers for projects and services funded by the HOA. This policy promotes accountability and stewardship of HOA funds while ensuring that contracts are awarded based on value, quality, and reliability.

1. Scope

This policy applies to all contracts and purchases exceeding \$15,000 (the threshold amount determined by the HOA Board), including but not limited to construction, landscaping, maintenance, and professional services.

2. Competitive Bidding Requirement

For projects or services exceeding the established threshold:

- The HOA Board will seek a minimum of two and preferably three competitive bids from qualified vendors or contractors.
- All bids must be in writing and include a detailed scope of work, itemized costs, timeline, and any warranties or guarantees.
- The HOA reserves the right to reject any bid that does not meet project requirements or budget.

3. Evaluation Criteria

Bids will be evaluated based on the following criteria:

- **Price:** Cost of the service or project and whether it falls within the HOA's budget.
- **Experience and Qualifications:** Vendor's relevant experience, reputation, and references.
- **Quality of Work:** Quality assurance measures, warranties, and past performance.
- **Timeliness:** Ability to meet the project's timeline and deliverables.
- **Compliance:** Compliance with licensing, insurance, bonding, and legal requirements.

4. Approval and Award Process

- The Board will review all bids and may request additional information or clarifications.
- After evaluation, the Board will select a contractor or vendor that provides the best value for the HOA, not solely based on price but on overall quality and reliability.
- The selected bid and a summary of the Board's decision will be recorded in meeting minutes.

5. Exceptions to Competitive Bidding

The Board may waive the competitive bidding requirement under the following circumstances:

- **Emergency Situations:** In cases where immediate action is needed to prevent property damage, ensure safety, or maintain essential services.
- **Single Source:** When only one qualified vendor is available for a specialized service or product.
- **Small Purchases:** Purchases or contracts below the established threshold amount.

6. Conflict of Interest

HOA Board members involved in the bidding or selection process must disclose any potential conflicts of interest with bidding vendors. Individuals with conflicts must recuse themselves from discussions and decision-making for that project.

7. Documentation and Record-Keeping

All bids, evaluation documents, and Board decisions must be documented and retained in HOA records for a minimum of seven years. These records will be accessible to HOA members upon request, per HOA document retention policies.

Effective Date:

This policy is effective as of December 9, 2024, and will remain in effect until amended by the HOA Board.



Late Fee Grace Period Policy

Purpose:

This policy establishes guidelines for the collection of monthly HOA fees, including the grace period and the assessment of late fees for payments not received on time.

Payment Due Date:

HOA fees are due on the **1st day of each month**.

Grace Period:

A grace period is provided through the **15th day of each month**. Payments received on or before the 15th will not incur a late fee.

Late Fee Assessment:

If payment is not received by the end of the grace period, a late fee will be assessed on the **16th day of each month**. The amount of the late fee will be **\$25**.

Payment Methods:

Residents are encouraged to submit payments through approved methods recommended by CMI property management company, to ensure timely processing.

Delinquency Procedures:

Failure to pay HOA fees and any applicable late fees may result in further action as outlined in the governing documents, including but not limited to additional fees, interest charges, or legal action.

Effective Date:

This policy is effective as of January 13, 2025, and will remain in effect until amended by the HOA Board.

This policy is in accordance with the HOA's governing documents and applicable Oregon statutes under ORS 100.



Capitalization Policy

Effective February 10, 2025

1. Purpose

Capitalization refers to the recognition of Club Estates East HOA's property and equipment on the balance sheet. This policy establishes guidelines for determining which assets qualify for capitalization and the dollar threshold for capitalization.

2. Capital Asset definition

A **capital asset** is defined as tangible personal property with an economic useful life of more than 24 months. These assets, typically purchased by the HOA, may be disposed of in the ordinary course of business. Examples include, but are not limited to, recreation equipment, work vehicles, and furnishings and fixtures. Capital assets will be recorded and depreciated over their estimated useful lives.

3. Non-Capital Expenditures

Non-capital expenditures include expensed amounts typically found in the operating budget such as general maintenance, utilities, management fees, insurance, minor repairs, materials, and supplies. These expenditures are generally considered to be tangible personal property that is used or consumed in the HOA within 12-24 months of acquisition and are required to be expensed when incurred.

4. Capitalization thresholds

Club Estates East has set a \$2,500 threshold for minimum capitalization of tangible personal property. Items costing below this amount will be expensed in the HOA's financial statements.

5. Capitalization method and procedure

All capital assets are recorded at historical cost as of the date acquired. Tangible assets costing below the aforementioned threshold amount are recorded as an expense in Club Estates East's financial statements.



Policy on Law Enforcement Access, Including Federal Immigration Officers

Purpose:

This policy establishes guidelines for responding to any law enforcement presence, including federal immigration officers (such as ICE), on Club Estates East property. The purpose is to ensure compliance with the law while protecting the privacy and safety of residents, guests, and workers.

Scope

This policy applies to the HOA Board, its agents, employees, volunteers, and contractors working in common areas of the community.

1. Private vs. Public Areas

- Common areas of the HOA that are **not open to the general public** (clubhouse, locked pool area, hallways, HOA office, shop) are considered **private property**.
- **Publicly accessible areas** (open parking lots, carports, sidewalks without access restrictions) may be entered by law enforcement without HOA permission.

2. Warrants

- Law enforcement officers must present a **judicial warrant signed by a judge** to access non-public common areas without consent.
- An **administrative warrant (ICE Forms I-200 or I-205)** does **not** authorize entry into private HOA areas.
- Only a designated Board member (see Section 5) may grant or deny consent.

3. Resident Units

- Entry into a private condo unit requires **either**:
 - A judicial warrant, **or**
 - Consent from the unit's legal occupant or owner.
- The HOA does not have authority to consent to entry into private units.

4. Interaction with Workers

- The presence of landscaping, maintenance, painting, or construction workers does **not** grant law enforcement additional access rights.
- Workers may choose whether to speak with officers.

5. Authorized HOA Responders

Only the following may communicate with law enforcement regarding access:

- HOA Board President
- HOA Vice President (if President is unavailable)

Other board members or volunteers should politely direct officers to the designated responder.

6. Protocol

When approached by law enforcement:

1. Stay calm and courteous.
2. Ask: **“May I see a judicial warrant signed by a judge?”**
3. Photograph or inspect the warrant (if offered).
4. If no judicial warrant is provided, state:
 - **“This is private HOA property. I am not authorized to grant access without a judicial warrant.”**
5. Notify the Board President immediately.
6. Do not physically interfere or obstruct.

7. Resident Rights

Residents may decline entry to their private units absent a judicial warrant. They may choose whether to speak with officers.

8. Non-Interference

Nothing in this policy permits delaying, obstructing, or preventing lawful enforcement actions in publicly accessible areas.

Effective Date:

This policy is effective as of March 9, 2026, and will remain in effect until amended by the HOA Board.