

ARTICLE XII: COMPLIANCE

1. Compliance with Declaration, Bylaws, Rules and Regulations. Each owner and occupant shall comply with the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.
2. Authority to Enforce and Collect. The Board shall take prompt action against any violator to enforce the provisions of the Declaration, Bylaws, rules and regulations adopted pursuant thereto, including prompt action to collect any unpaid assessment. In doing so, the Board may exercise one or more of the remedies, separately or concurrently, specified in the Declaration or Bylaws, as well as any other remedies which may be available at law. In addition, any aggrieved owner may bring an action to recover damages or to enjoin, abate or remedy any noncompliance or breach by appropriate legal proceedings.
3. Abatement and Enjoining of Violators. In the event of a violation of provisions of the Declaration, Bylaws or any rules and regulations adopted pursuant thereto, the Board shall have the right to:
 - a. Enter the Lot or Living Unit in which or as to which such violation exists and to summarily abate and remove, at the expense of the owner, any thing or condition that may exist therein contrary to the intent and meaning of said provisions, and the Board shall not thereby be deemed in any manner of trespass; or
 - b. Enjoin, abate or remedy such thing or condition, including removal or alteration or construction by appropriate legal proceedings.
4. Interest, Late Charges, Fines. Interest shall accrue on any assessment or portion thereof not paid when due at the rate of 12% per annum until paid. The Board may, if it deems appropriate, impose charges for late payments of assessments and, after giving notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.
5. Acceleration of Assessment. In the event that an owner fails to pay an installment of an assessment when it is due, the Board may, after ten days' written notice, declare the defaulting owner's entire annual or special assessment due immediately, and interest thereafter shall accrue on the entire assessment at 12% per annum until paid.
6. Attachment, Notice, Recordation, Duration, and Foreclosure of Lien; Appointment of Receiver; Power to Bid at Foreclosure Sale. The Association shall follow the provisions regarding the attachment; notice, recordation and duration of liens established on real property under ORS 87.352 to 87.382 and provisions regarding the foreclosure of liens under ORS Chapter 88, except that notwithstanding ORS 87.376, a lien for an unpaid assessment shall continue in force and the suit to foreclose need not be commenced for a period of three years from the date the particular unpaid assessment became due. In any such foreclosure suit, the owner shall be required to pay reasonable rental for the Lot or Living Unit. The plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect the rent. The Board, acting on behalf of the Association, shall have the power to bid on the Lot or Living Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same, on behalf of the Association.

6. Action to Obtain and Recover a Money Judgment. The Board may bring an action to obtain a money judgment against an occupant or owner for damages for the occupant's or owner's breach or noncompliance with the provisions of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto. The Board may bring an action to obtain a money judgment for unpaid assessments against the owner personally obligated to pay the same; the action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same.
7. Collection Costs, Attorney's Fees. Owners who fail to pay assessments when due shall be obligated to pay reasonable fees and costs including, but not limited to, attorney's fees incurred in connection with the Board's efforts to collect the delinquent or unpaid assessments, whether or not suit or action is commenced. In the event the Board commences suit or action for the collection of any amounts due or to seek damages or enforcement of any provisions of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, the defendants, jointly and severally, will be liable for the costs of such suit or action, including reasonable attorney's fees to be fixed by the court or courts, both at trial and appeal, in addition to all other sums or obligations.
8. The City of Woodburn. The City of Woodburn shall not be responsible for any costs or liabilities assumed by an HOA. Should an HOA fail to maintain Common Property as required by the articles, covenants, or agreement required by Section 21.080, the City of Woodburn may cause the maintenance of common Property to be made and such costs shall become a lien upon the real property of an individual member of the HOA.