

RESOLUTION OF HIGHLANDS CONDOMINIUMS  
Relating to Occupancy Information to Be Provided to the Association

WHEREAS, there has been an ongoing problem with theft, vandalism and automobile break-ins at the Highlands Condominiums, and rules and regulations relating thereto would reduce visible property noticeably available for theft, vandalism and automobile break-ins and protect neighbor's property and vehicles from similar theft, vandalism and automobile break-ins;

WHEREAS, the health, safety and welfare of the owners and residents is a paramount consideration at Highlands Condominiums;

WHEREAS, the Association finds that without specific rules and regulations, information about people who have a right to be on Association property and to use the facilities is disjointed, unorganized, sporadic and in some instances, possibly purposefully not forthcoming from owners, and that it would be in the best interests of the Association, owners and residents, and preservation of owner and Association property to adopt specific rules and regulations pertaining thereto;

WHEREAS, current information on owners and residents is crucial to proper management and determination of those entitled to be at Highlands Condominiums;

WHEREAS, access codes are, for security reasons and as a method of monitoring the individuals accessing the common facilities, designated to each individual and changed upon change of ownership or occupancy to ensure that only those currently entitled to use of the common area property have access to the common area facilities;

WHEREAS, occupancy by owners and tenants often involves occasions where owners and their tenants modify and make use of their property which may have an impact on the integrity of common elements;

WHEREAS, lenders frequently request Condominium Questionnaires that require, among other things, reporting of rental units and insurance information, which, without accurate and timely records pertaining thereto, create inordinate expense to the Association to procure from homeowners on an ad hoc basis;

WHEREAS, failure of owners to properly maintain their heating, plumbing, electrical and other systems and structures within their units jeopardize the health, safety and welfare of fellow residents, and Association common elements and limited common elements;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD:

1. Definitions.
  - a. *Any change in ownership* shall be defined to mean any sale, transfer, assignment, hypothecation, mortgage, security agreement or other change in ownership wherein the title to said property or the right to change of title to said property shall be given, whether recorded or not.
  - b. *Any change in occupants* shall be defined to mean any person who shall be occupying the property for more than seven (7) consecutive days.
2. Occupant Information. All owners shall provide prior to such change but in any event no later than within ten (10) days of 1) any change in ownership, 2) any change in any occupants living at their property occupying the owner's unit more than fourteen (14) consecutive days, the following:
  - a. The names and current contact phone numbers (cell and/or 'land-line') of all people age fourteen and older;

- b. Whether each occupant is a child, owner, renter or spouse/significant other of the owner, of all people occupying their unit, and;
- c. A signed certification by the owner that the owner has provided to all occupants full and complete copies of the Bylaws, CC&R's (Condominium Declaration for Highlands Condominium) and all resolutions, including the following, as set forth in Exhibit C, attached hereto and by this reference made a part hereof:
- i. At least one mail box key, with advice to the new occupant(s) that the Association does not have copies of the mailbox keys, and that any lost keys for the unit mailbox and lock changes relating thereto are the responsibility of the new occupant, both in procurement and expense;
  - ii. That the Association does not have any keys or copies of keys to the unit entrance door(s), unit entrance deadbolt(s), or, if applicable, the unit garage(s) being purchased, and that any lost keys for the unit entrance door(s), unit entrance deadbolt(s), or, if applicable, the unit garage(s) and lock changes relating thereto are the responsibility of the new occupant, both in procurement and expense;
  - iii. That the owner has not provided the new occupant with an access code to the common area facilities, including the recreation center, and that the new occupant must procure their own access code from the Association;
  - iv. That the owner has provided the new occupant with a laundry key.
  - v. For the purpose of keeping the property free of petty thieves who continually come to the Highlands in search of easy "smash and grab" items; that the owner has specifically advised the new occupant of the requirement that all visible personal property be removed daily from their vehicles while at the Highlands, and the fine schedule relating thereto, which shall be as follows:
    - a) For the first offense for a given vehicle, a written warning attached to the vehicle and mailed to the owner of record of the vehicle;
    - b) For the second offense for a given vehicle, a \$10.00 fine by written notice attached to the vehicle and mailed to the owner record of the vehicle;
    - c) For a third and subsequent offense, a \$50.00 fine by written notice attached to the vehicle and mailed to the owner of record of the vehicle.
    - d) In the event the offending vehicle owner information is not on file with the Association and it is necessary to gain the information concerning the owner of record of the vehicle by the Association, the Association shall be entitled to reimbursement of the reasonable expense(s) incurred by the Association in determining the owner of record of the vehicle, including, but not limited to, recovery to any wages or fees paid to an employee or third party to gain such information and any costs relating thereto such as DMV record search fees or related charges.
- d. As required by the Bylaws, Article VIII, Insurance, Section 8.2(d), a copy of their personal effects and comprehensive personal liability and premises liability medical insurance coverage policy, filed by mailing such copy to Highlands Condominiums, 440 Stonewood Drive, Eugene, Oregon 97405, within thirty (30) days after purchase. In the event of a change in occupancy, the owner shall provide proof and certificate of an additional occupant as an additional insured under their policy within ten (10) days of a change in occupancy.
- e. A complete list of all pets, including type (i.e. dog, cat, snake, aquarium, etc);
  - f. If managed by a Property Management Company or Property Manager, the complete name of the Property Management Company or Property Manager, the name of the contact person, the address, the mailing address (if different), and contact phone numbers;
  - g. A complete list of all vehicles, including make, model, year, color and license plate number of the vehicle;
  - h. If there is a rental arrangement and/or a property management company/property manager involved, a complete copy of the rental agreement and the management agreement.

- i. Emergency contact information including the name(s), addresses, telephone numbers, e-mail(s), of those with authority to be contacted by the Association in the event the owner, occupant, or property management company/person is unavailable or unresponsive to deal with emergency situations.
- j. Failure to provide the complete information set forth in paragraphs 2a-i of this section within ten (10) days of a change in ownership or a change in occupancy shall be subject to a \$50.00 fine in addition to any wages or fees paid to an employee or third party to gain such information and any costs relating thereto such as is necessary for the Association to gain compliance by the owner with this section.
- k. The information set forth in paragraphs 2a-i of this section shall be provided by the owner of the unit on a form substantially as set forth in Exhibit A attached hereto and by this reference made a part hereof, within thirty (30) days of the date of adoption of this resolution and mailing to the owner of record, and thereafter within the time set forth herein upon a *change of ownership* or a *change of occupancy*.

3. Realtor Information.

a. All owners shall provide, on a form substantially as set forth in Exhibit B attached hereto and by this reference made a part hereof, prior to such listing, but in any event no later than within ten (10) days of listing their property for sale, complete information regarding their listing real estate company and agent, if any, including the names, physical and mailing address, fax, business and cell phone numbers of the company and primary agent or broker listing the property.

b. At closing, but in no event later than ten (10) days after closing, all owners shall provide or cause their realtor to provide a signed certification as set forth in Exhibit C, attached hereto and by this reference made a part hereof, certifying that they have provided the new owners with:

- i. A full and complete copy of the Bylaws, CC & R's (Condominium Declaration for Highlands Condominium) and all resolutions;
- ii. Two mail box keys, with advice to the new owner(s) that the Association does not have copies of the mailbox keys, and that any lost keys for the unit mailbox and lock changes relating thereto are the responsibility of the new owner, both in procurement and expense;
- iii. That the Association does not have any keys or copies of keys to the unit entrance door(s), unit entrance deadbolt(s), or, if applicable, the unit garage(s) being purchased, and that any lost keys for the unit entrance door(s), unit entrance deadbolt(s), or, if applicable, the unit garage(s) and lock changes relating thereto are the responsibility of the new owner, both in procurement and expense;
- iv. That the selling owner has not provided the new owner with an access code to the common area facilities, including the recreation center, and that the new owner must procure their own access code from the Association;
- v. That the selling owner has provided the purchaser with a laundry key.
- vi. That new owner has specifically been advised of the requirement that all visible personal property be removed daily from their vehicles while at the Highlands, and the fine schedule relating thereto, which shall be as follows:
  - a) For the first offense for a given vehicle, a written warning attached to the vehicle and mailed to the owner of record of the vehicle;
  - b) For the second offense for a given vehicle, a \$10.00 fine by written notice attached to the vehicle and mailed to the owner record of the vehicle;
  - c) For a third and subsequent offense, a \$50.00 fine by written notice attached to the vehicle and mailed to the owner of record of the vehicle.
  - d) In the event the offending vehicle owner information is not on file with the Association and it is necessary to gain the information concerning the owner of record of the vehicle by the Association, the Association shall be entitled to reimbursement of the reasonable expense(s) incurred by the Association in determining the owner of record of the vehicle, including, but not limited to, recovery to any wages or fees paid to an employee or third party to gain such information and any costs relating thereto such as DMV record search fees or related charges.

Failure to provide the complete information set forth in this section within ten (10) days of a change in ownership or a change in occupancy shall be subject to a \$50.00 fine in addition to any wages or fees paid to an employee or third party to gain such information and any costs relating thereto such as is necessary for the Association to gain compliance by the owner with this section.

4. Mortgage Information. All owners shall provide, on a form substantially as set forth in Exhibit A at item No. 6, attached hereto and by this reference made a part hereof, prior to such change but in any event no later than within ten (10) days of any encumbrance, mortgage, deed of trust or other arrangement wherein a third party may have some claim to an interest in the property is granted shall provide to the Association the complete name of the entity or person, mailing and physical address, phone numbers, e-mail addresses, fax numbers of such person or entity having such claim of interest.

Failure to provide the complete information set forth in this section within ten (10) days of a change in ownership or a change in occupancy shall be subject to a \$50.00 fine in addition to any wages or fees paid to an employee or third party to gain such information and any costs relating thereto such as is necessary for the Association to gain compliance by the owner with this section.

5. Unit Inspection. Immediately after vacation of a unit by a unit owner or occupant of the property, but in no event later than ten (10) days from the date of vacation of the unit by the owner or occupant, the owner shall schedule with the Association or its property manager an in home inspection for purposes of determining that all electrical, structural, plumbing and other systems have been adequately maintained so as not to jeopardize the health, safety and welfare of neighboring residents, neighboring residential properties or Association General or Limited Common elements, including but not limited to:

a. Inspection of plumbing appliances and applications to ensure and verify there are no modifications or deferred maintenance issues that result in water leaks which may cause water damage, dryrot, insect infestation to adjoining units, Association General or Limited Common elements;

b. Inspection of electrical systems and applications to ensure and verify there are no modifications or deferred maintenance issues that result in potential fire hazard or danger to occupants, adjoining units and occupants, Association General or Limited Common elements;

c. Inspection of structural elements and applications to ensure and verify that there are no modifications or deferred maintenance issues that result in compromising the health, safety and welfare of occupants and adjoining owner and Association General or Limited Common elements including, but not limited to, alteration of structural members, improper cable, laundry and other installations which may adversely affect structural components.

d. The owner shall be charged and pay for the wages or fees paid to an employee or third party to gain such information and any costs relating thereto for the inspection set forth herein. Failure of the owner to arrange for a Unit Inspection within ten (10) days as set forth herein shall be subject to a fine of \$150.00.

6. Fines and charges as Assessments. As set forth in the Bylaws, Article VII, Maintenance and Use of Condominium Property, Section 7.4, all fines and charges set forth herein shall be assessed as a common expense, added to the Unit Owner's Assessment account, and enforced as provided in the Bylaws, Article VI, Budget, Expenses and Assessments.

7. Implementation. This resolution shall become effective within thirty (30) days of mailing to owners of record according to the most recent information available at deed records for Lane County. This resolution shall be posted immediately upon adoption by the Board on the Association website [highlands97405.com](http://highlands97405.com), or such other place as the Board of Directors shall designate from time to time, and the Board of Directors may cause this resolution to be recorded in Lane County Deed records.

Resolution unanimously adopted by the Board this 16<sup>th</sup> day of July, 2009.

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Board Chair

Witness:

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Board Secretary

Resolution 0309-0709

Authority:

ORS 100.405(3); (4)(a), (j), (k), (p), (q)

See ORS 100.435 Insurance for individual units and common elements.

Bylaws, Article VIII, Insurance, Sections 8.1, 8.2(d);

Bylaws, Article VI, Budget, Expenses and Assessments, Section

Bylaws, Article VII, Maintenance and Use of the Condominium Property, Section 7.4, 7.5, 7.5(c).