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Introduction and Purpose

This Homeowners Association Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a United States company with its principal address at 23 Main St, Anytown, CA 90210 ("Declarant"), and Acme, Inc, a United States business with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Homeowner" or "Member").

Objectives

The primary objective of this Agreement is to establish a framework for the governance of the community. This framework ensures the preservation of property values and the maintenance of community standards. It sets forth the rights, responsibilities, and obligations of all parties involved, fostering a harmonious living environment. This Agreement aims to promote the aesthetic appeal and overall well-being of the community.

Scope

This Agreement applies to all properties within the designated community and is binding upon all current and future homeowners. It outlines the structure and function of the Homeowners Association, including the election and responsibilities of the Board of Directors. The Agreement details procedures for meetings, voting, and the management of common areas. It also addresses financial matters such as fee assessments, budget management, and insurance requirements.

Definitions

For clarity and consistency, the following terms shall have the meanings ascribed to them below:

- **Association:** Refers to the Homeowners Association formed to administer and enforce this Agreement.
- **Board:** Refers to the Board of Directors elected by the Members to oversee the Association's affairs.
- **Common Area:** Refers to property owned or maintained by the Association for the common use and enjoyment of the Members.
- **Lot:** Refers to an individual parcel of land within the community.



- **Member:** Refers to any person or entity holding ownership of a Lot within the community.

Governance Structure and Board of Directors

The Homeowners Association (HOA) will be managed by a Board of Directors. This section outlines the structure, responsibilities, and procedures governing the Board.

Composition of the Board

The Board of Directors will consist of [insert number] members. These members must be homeowners within the ACME-1 community.

Election of Directors

Board members will be elected by a vote of the homeowners. Elections will be held annually during the annual meeting. Each homeowner in good standing is entitled to one vote per lot owned. The [insert number] candidates receiving the most votes will be elected to the Board. The term of office for each director is [insert number] year(s).

Roles and Responsibilities

The Board of Directors is responsible for the overall management and operation of the HOA. This includes:

- Overseeing the financial affairs of the HOA, including budget preparation and expense management.
- Enforcing the rules and regulations of the HOA.
- Maintaining the common property.
- Negotiating and entering into contracts on behalf of the HOA.
- Appointing committees as needed to assist in carrying out its responsibilities.
- Ensuring compliance with all applicable laws and regulations.



Board Meetings

The Board of Directors will hold regular meetings, no less than [insert number] times per year. Notice of each meeting will be provided to homeowners at least [insert number] days in advance. The notice will include the date, time, location, and agenda of the meeting.

Voting and Decision-Making

Decisions of the Board of Directors will be made by a majority vote of the directors present at a meeting at which a quorum is present. A quorum will consist of [insert percentage]% of the members of the Board.

Powers of the Board

The Board of Directors has the power to:

- Adopt and enforce rules and regulations for the community.
- Assess and collect fees from homeowners.
- Manage and maintain the common property.
- Enter into contracts on behalf of the HOA.
- Institute legal action to enforce the provisions of this agreement and the rules and regulations of the HOA.
- Delegate responsibilities to committees or managing agents.

Removal of Directors

A director may be removed from office by a vote of [insert percentage]% of the homeowners. A special meeting may be called for the purpose of removing a director.

Vacancies

In the event of a vacancy on the Board of Directors, the remaining directors may appoint a homeowner to fill the vacancy until the next annual meeting. At the next annual meeting, a homeowner will be elected to fill the remainder of the unexpired term, if any.



Membership Rights and Obligations

Membership in the Association is automatic and appurtenant to ownership of a Lot within the Properties. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration is a Member. Membership is mandatory and shall not be severed from ownership of any Lot.

Eligibility

Property ownership within the community automatically grants membership in the Association. No person or entity is eligible for membership without owning property within the defined area of ACME-1.

Rights of Members

Each member in good standing has the following rights:

- **Access to Common Areas:** The right to use and enjoy the common areas and facilities, subject to reasonable rules and regulations established by the Association.
- **Voting Rights:** The right to vote on matters brought before the membership, including the election of directors and amendments to the governing documents. Each Lot shall be entitled to one vote. If a Lot is owned by more than one person or entity, the co-owners shall determine among themselves how their vote shall be cast.
- **Participation:** The right to participate in meetings of the Association and its committees.
- **Information Access:** The right to access the books and records of the Association, subject to reasonable restrictions.

Obligations of Members

Members are obligated to:

- **Adherence to Rules:** Comply with all rules, regulations, and restrictions set forth in the governing documents of the Association, including but not limited to this Declaration, the Bylaws, and any rules and regulations adopted by the Board of Directors.



- **Payment of Assessments:** Pay all assessments levied by the Association in a timely manner. Assessments include regular assessments for the maintenance and operation of the community, as well as special assessments for capital improvements or unexpected expenses.
- **Property Maintenance:** Maintain their Lots in a manner that does not create a nuisance or detract from the overall appearance of the community.
- **Respectful Conduct:** Conduct themselves in a respectful and courteous manner towards other members, residents, and guests.
- **Notification of Changes:** Notify the Association of any changes in ownership, address, or other relevant information.
- **Compliance with Laws:** Comply with all applicable laws, ordinances, and regulations.

Restrictions

Members are subject to the following restrictions:

- **Use Restrictions:** Restrictions on the use of their Lots and the common areas, as set forth in the governing documents. These restrictions may include limitations on the types of activities that can be conducted on a Lot, restrictions on the number of vehicles that can be parked on a Lot, and restrictions on the types of landscaping that can be installed on a Lot.
- **Architectural Restrictions:** Restrictions on the construction, alteration, or modification of any improvements on their Lots, as set forth in the architectural guidelines adopted by the Association.
- **Pet Restrictions:** Restrictions on the number, type, and size of pets that can be kept on their Lots.
- **Leasing Restrictions:** Restrictions on the leasing of their Lots, as set forth in the governing documents.
- **Nuisance Restrictions:** Restrictions on activities that may create a nuisance or disturbance to other residents.

Assessment and Fee Structure

This section outlines the procedures for assessing, calculating, and collecting fees from members of the Homeowners Association (HOA). It also details how these funds will be used for budget management and the consequences of late payments.



Fee Calculation and Assessment

Assessments will be determined based on the size of each lot. The board will calculate the fees necessary to meet the approved annual budget. The annual budget considers the costs of maintaining common areas, insurance, and other operational expenses. Members will receive a detailed breakdown of how their assessments are calculated.

Payment Schedule and Methods

Homeowners will be notified of their assessment amounts annually. Payments are due [Specify frequency, e.g., quarterly] on [Specify due dates, e.g., January 1, April 1, July 1, and October 1]. ACME-1 can make payments via [Specify payment methods, e.g., check, online portal, direct debit].

Late Payment Penalties

Payments received after the due date will incur a late fee of [Specify amount or percentage, e.g., \$25 or 5% of the outstanding balance]. Continued failure to pay may result in legal action, including liens on the property. ACME-1 will be notified of any late payments and given a grace period of [Specify number of days, e.g., 15 days] to rectify the situation before penalties are applied.

Budget Allocation and Management

The HOA board will approve the annual budget. A designated treasurer will manage the funds. The budget will allocate funds for various expenses, including:

- Maintenance of common areas
- Landscaping
- Insurance
- Utilities
- Administrative costs
- Reserve funds for future repairs and replacements

Fee Collection Trends

Maintenance and Use of Common Areas



The Association is responsible for maintaining all Common Areas. This includes landscaping, snow removal, and repairs to shared facilities. The goal is to keep the community attractive and safe for everyone.

HOA Responsibilities

The Homeowners Association (HOA) will manage and maintain the Common Areas. The HOA's duties encompass, but are not limited to:

- Landscaping and lawn care for all Common Areas.
- Snow and ice removal from common walkways and driveways.
- Repair and upkeep of any structures or facilities located in the Common Areas.
- Ensuring that all Common Areas are safe and accessible for residents and their guests.
- Regular inspections of the Common Areas to identify and address any maintenance needs.

Homeowner Responsibilities

Each homeowner must maintain their own property. This includes yards, homes, and any structures on their lot. Owners must keep their properties in good repair and in accordance with community standards.

- Maintaining the exterior of their home, including painting and repairs.
- Keeping their yard neatly mowed and free of debris.
- Ensuring that any landscaping on their property is well-maintained.
- Adhering to all community standards regarding property appearance.
- Promptly addressing any maintenance issues on their property.

Standards for Upkeep

All properties must meet certain standards. These standards help maintain property values and community appeal. The HOA can enforce these standards.

- **Lawn Maintenance:** Lawns must be regularly mowed and edged during the growing season.
- **Exterior Appearance:** Homes must be kept in good repair, with no peeling paint or visible damage.
- **Landscaping:** Landscaping must be well-maintained, with shrubs trimmed and flowerbeds weeded.



- **Storage:** Outdoor storage of items must be kept to a minimum and properly screened from view.
- **Trash and Recycling:** Trash and recycling containers must be stored out of public view.

Use of Common Areas

Common Areas are for the enjoyment of all residents. Residents and their guests must use these areas responsibly.

- Common Areas are available for all residents and their guests.
- Residents are responsible for the conduct of their guests while using Common Areas.
- The HOA may establish rules and regulations for the use of Common Areas.
- Residents must comply with all rules and regulations regarding the use of Common Areas.
- Any damage to Common Areas caused by a resident or their guest is the responsibility of the resident.

Architectural Control and Design Guidelines

These guidelines ensure consistent community aesthetics and property values. All exterior modifications require prior written approval.

Property Modifications Requiring Approval

Homeowners must obtain approval before beginning any project that alters the exterior appearance of their property. This includes, but is not limited to:

- Structural changes to the dwelling.
- Changes to exterior paint colors.
- Additions or alterations to landscaping that significantly change the original design.
- Erection of fences, walls, or other structures.
- Installation of exterior lighting.
- Changes to roofing materials.
- Installation of solar panels or other energy-efficient devices.



Architectural Approval Process

To request approval for a modification, homeowners must submit detailed plans to the Architectural Committee. The plans should include:

- A detailed description of the proposed changes.
- Drawings or sketches illustrating the design and dimensions.
- A list of materials to be used.
- Color samples, if applicable.
- A site plan showing the location of the proposed changes.

The Architectural Committee will review the submitted plans and render a decision within thirty (30) days of receipt. The committee may approve, deny, or request modifications to the proposed plans. Approval may be conditional. Work may only commence after written approval has been received.

Design Standards Enforcement

The Association will conduct periodic inspections to ensure compliance with these design standards. If a violation is observed, the homeowner will receive a written notice detailing the nature of the violation and the required corrective action. Homeowners must correct any violations within a reasonable timeframe, as specified in the notice. Failure to comply may result in further enforcement action.

Insurance and Liability

HOA Insurance Requirements

The Homeowners Association (HOA) must maintain certain insurance policies. These policies protect the HOA and its members. Required coverage includes general liability insurance. This protects against claims of bodily injury or property damage. The HOA will also secure property insurance. This covers damage to common areas from covered perils. Finally, the HOA needs director's and officer's insurance. This protects the board members from liability.



Homeowner Insurance Responsibilities

Each homeowner must maintain adequate hazard insurance. This insurance covers damage to their individual property. It should protect against common risks like fire, wind, and water damage. Homeowners are responsible for ensuring their policies are current. They must also provide proof of insurance to the HOA upon request. Failure to maintain adequate insurance could result in penalties.

Liability Limitations

The HOA's liability is limited to the extent of its insurance coverage. This means that in the event of a claim, the HOA's responsibility is capped. It will be limited by the terms and amounts of its insurance policies. Individual homeowners may still be liable for their own actions or negligence. The HOA is not responsible for homeowner's individual liability. The HOA's insurance policies are for common interests. Homeowners should consult their own insurance policies for coverage details. This ensures they have adequate protection for their specific needs.

Dispute Resolution and Enforcement

Dispute Resolution

ACME-1 and its homeowners agree to resolve disputes efficiently and amicably. This section outlines the procedures for addressing conflicts that may arise.

Informal Resolution

Homeowners are encouraged to first attempt to resolve disputes informally. This may involve direct communication with the other party or a meeting with the Board.

Mediation

If informal resolution fails, the parties agree to attempt mediation. A neutral third-party mediator will be selected by mutual agreement. The cost of mediation will be shared equally between the parties. Mediation is a non-binding process.



Arbitration

If mediation is unsuccessful, the parties may submit the dispute to binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Enforcement

ACME-1 has the authority to enforce the provisions of this Agreement. The Board will investigate alleged violations and provide notice to the homeowner.

Notice of Violation

The homeowner will receive a written notice detailing the violation. The homeowner will have a specified period to correct the violation.

Fines

If the violation is not corrected within the allotted time, ACME-1 may impose fines. The fine structure is as follows:

Violation Type	First Offense	Second Offense	Subsequent Offenses
Noise Complaint	\$50	\$100	\$200
Parking Violation	\$25	\$50	\$100
Architectural Violation	\$100	\$200	\$500

Fines must be paid within 30 days of notification. Unpaid fines may result in a lien against the homeowner's property.

Legal Action

ACME-1 reserves the right to pursue legal action to enforce this Agreement. This may include seeking injunctive relief or monetary damages. The homeowner will be responsible for all legal fees and costs incurred by ACME-1 in enforcing this Agreement if ACME-1 prevails in court.



Meetings and Voting Procedures

Meeting Schedule

The Association will hold annual meetings. Special meetings may be called as needed.

Meeting Notification

The Association must notify members of any meeting at least 10 days before it takes place. Notices will be sent by mail or email to the address each member has registered with the Association. The meeting notice will include the date, time, location, and agenda of the meeting.

Quorum

A quorum is required to conduct business at any meeting of the Association. A majority of the members constitutes a quorum. If a quorum is not present, the meeting may be adjourned. Business can be transacted at a subsequent meeting if a quorum is present.

Voting Rights

Each member in good standing has one vote. Voting rights are tied to property ownership. If a property is owned by more than one person, the owners must decide how to cast their vote.

Voting Procedures

Votes will be conducted by ballot. The ballots will be counted by the Secretary or designated representative. Results will be recorded in the meeting minutes.

Proxy Voting

Members can vote by proxy. A proxy must be in writing and signed by the member. It must designate the person authorized to vote on the member's behalf. The proxy is only valid for a specific meeting. The proxy must be presented to the Secretary before the start of the meeting.



Amendments to the Agreement

This agreement may be changed or amended. Any homeowner or the board can propose these amendments.

Amendment Approval

A two-thirds majority vote of the entire membership is needed for approval. This ensures that any changes reflect the will of the community.

Recording and Distribution

All approved amendments must be recorded in the county records where the community is located. This makes the changes official and part of the public record. After recording, copies of the amendment will be sent to each homeowner. This keeps everyone informed of the current rules and regulations.

Effective Date

Unless otherwise specified in the amendment itself, changes become effective thirty (30) days after recording with the county. This allows time for homeowners to become aware of the new rules.

Required Elements

All amendments must be in writing. The amendment must clearly state which part of the original agreement is being changed. The date of adoption must also be included. This ensures clarity and avoids confusion.

Compliance

All homeowners and residents must follow the amended agreement once it is in effect. Failure to comply may result in enforcement actions as described elsewhere in this agreement. The board will ensure that all actions are consistent with the most current version of the agreement.



Miscellaneous Provisions

Compliance with Law

This agreement is governed by the laws of the state in which ACME-1 is located. All parties must comply with applicable state and local laws and regulations.

Severability

If any part of this agreement is deemed unenforceable, the remaining provisions remain in full effect. The parties will negotiate in good faith to replace the invalid provision with a valid one that achieves the original intent.

Notice

All notices related to this agreement must be in writing. Notices are considered properly given if sent by mail to the addresses listed for each party. Notices can also be sent electronically, provided the sender receives confirmation of receipt. Docupal Demo, LLC's address is 23 Main St, Anytown, CA 90210. ACME-1's address is 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Indemnification

To the fullest extent permitted by law, the board members are indemnified against liabilities and expenses. This indemnification applies to actions taken in their official capacity. It does not cover acts of intentional misconduct or gross negligence.

Entire Agreement

This agreement constitutes the entire understanding between the parties. It supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter herein. Any modifications to this agreement must be made in writing and signed by all parties.

