

RULES AND RESOLUTIONS ADOPTED BY THE FOUNTAINS AT SUMMERFIELD

PATIOS AND DECKS

Adopted by the Board of Directors on July 2009

Article IX Section 5

The fifth paragraph is of particular importance as you consider your window coverings and the deck or patio attached to your unit. Currently the Board of the Home Owners Association (HOA) for The Fountains has determined that all awnings and umbrellas installed on the decks or patios must be Burgundy in color. All other colors or patterns are not allowed. In addition, these awnings must be maintained in a manner that contributes to the attractiveness of our complex. Awnings must be kept clean and neat. When they become faded, they must be replaced at the owner's expense as faded awnings definitely detract from the attractive appearance we are trying to maintain. Also, with regard to decks and patios, feeding the wildlife here at the Fountains is prohibited. This includes ducks, squirrels and birds because of the costly ramifications they have on our property. Hummingbird feeders are allowed on individual deck and patio areas.

Article IX Section 6

Resolution Adopted by the Board of Directors in April 2009

Open Dish Fire Pit Appliances are not permitted on decks and patios or within 10 feet of any building because of the potential fire hazard.

Article IX Section 6

Resolution Adopted by the Board of Directors in July 2009

Smoking of tobacco products is not permitted in the Common and Limited Common Areas of the Fountains. This includes patios, decks, common entrance ways, and garages and all outdoor areas. This resolution protects our residents from the adverse effects of second-hand smoke. This ban on smoking applies to all homeowners and their guests. Smoking is allowed only inside an individual unit.

Article IX Section 6

Resolution Adopted by the Board of Directors in May 2019

Charcoal BBQ Grills are not permitted on decks and patios or within 10 feet of any building because of the potential fire hazard.

BOARD OF DIRECTORS RESOLUTION
CONCERNING INSURANCE
AND
SETTING INSURANCE DEDUCTIBLE AMOUNT

A. The Bylaws of the Fountains at Summerfield Condominium were recorded as Document Number 85037059 in the deed records of Washington County (the "Bylaws"). Article X of the Bylaws prescribes the type of insurance and sets forth the respective responsibilities of the Association and the Owners to obtain and maintain in force at all times appropriate insurance to protect the Association and its members. Article X, Section 2 of the Bylaws was amended in 2008 by document recorded as document number 2008-027159 in the deed records of Washington County.

B. The Declaration and Bylaws of the Association do not specifically address responsibility for the payment of the deductible under the Association's insurance policies.

C. It is the intent of the Board of Directors to:

1. Ensure that the Association has adequate coverage for property and liability insurance;
2. Ensure the continuing insurability of the Association at a reasonable price;
3. Prescribe a procedure for reporting and processing insurance claims; and
4. Establish a rule allocating responsibility to pay the deductible amount in a manner that is fair, reasonable and predictable.

NOW THEREFORE, BE IT RESOLVED THAT the conditions, requirements and procedure set forth below be adopted.

I. INSURANCE DEDUCTIBLE; OWNER AND RESIDENT INSURANCE

1.1 Determination of Deductible; Notice.

(a) Determination of Deductible by Board. Subject to the limitation in Article X, Section 2 of the Bylaws, as amended, and the Oregon Condominium Act, the Board of Directors shall determine the amount of the deductible for property loss insurance policies and any other insurance policies required to be obtained by the Association as provided in the Declaration or

the Bylaws of the Association or applicable law. In determining the deductible under the policies, the Board shall take into consideration, among other factors, the availability, cost and loss experience of the Association. In making the determination, the Board members shall exercise their reasonable business judgment.

(b) Notice. The Board shall give written notice to the Owners of the amount of the deductible under the Association policies and any change in the deductible proposed in renewal or replacement insurance policies within thirty (30) days following the effective date of the change. The notice shall be delivered to each Unit, emailed to the Owner in accordance with the Association's electronic communication policy, or mailed to the mailing address of each Unit or mailed to the mailing address designated in writing by the Owners. The notice shall include the following notice in at least 12-point type that is either all capitals or boldface:

NOTICE

CHANGE IN ASSOCIATION INSURANCE COVERAGE

THERE ARE CHANGES IN INSURANCE POLICIES CARRIED BY THE ASSOCIATION. YOU SHOULD IMMEDIATELY NOTIFY YOUR INSURANCE AGENT OF THE CHANGES SET FORTH IN THE ENCLOSED INFORMATION AND ASK YOUR AGENT TO DETERMINE IF CHANGES TO YOUR INSURANCE POLICIES ARE NECESSARY.

1.2 Insurance Deductible. The Association has elected to set the deductible for its fire and extended coverage insurance in the amount of \$15,000. Any future change to the deductible amount shall comply with the notice requirements set forth in Section 1.1(b) above.

1.3 Responsibility for Insurance. The responsibility for insurance shall be as provided in this section.

(a) Owners' and Resident's Property Insurance. Owners and Residents shall be responsible for obtaining and maintaining insurance policies insuring their own personal property for any loss or damage and the portion of the insurance deductible that such owner may be obligated to pay.

(b) Owner and Resident Liability Insurance. Owners and residents of all Units shall obtain and maintain property damage and comprehensive liability policies as required by Article X, Section 6. The insurance shall provide coverage for, without limitation, the negligent acts of Owners, residents and their guests or other occupants of the Units for damage to the general and limited common elements and other Units and the personal property of the others located therein.

(d) Association. The Association shall have no responsibility to obtain or assist in obtaining property loss insurance for any Owner or resident for:

(1) Damage to a Unit not covered by the Association's policy (because the claim for loss or damage is one not normally covered by fire and property loss insurance policies with extended coverage endorsements); or

(2) For any damage or loss to the Owner's or resident's personal

(e) No Monitoring. The Association has no obligation to monitor whether property owners and residents comply with their respective obligations to maintain required insurance.

1.4 Deductible or Other Uninsured Loss. The Association's Declaration and Bylaws do not specifically establish who is responsible to pay the deductible amount under the Association's property loss insurance policy in the event of a loss. As deductible amounts increase in the current insurance industry climate, it becomes more important for the Association to establish a rule determining who is responsible to pay the deductible. For purposes of this Section 1.4, the term "deductible" includes both the deductible portion of an insured loss and a loss that is not insured when not required to be insured under the terms of the Declaration or Bylaws. The Board adopts the following rules for allocating the deductible:

(a) Responsibility for Deductible Follows Responsibility for Maintenance. In the event of a loss that is caused through no fault of an owner or the Association, the deductible amount under the Association's property loss insurance policy shall be allocated in accordance with the percentage of damage to the unit or units involved and the damage to the common elements. The Association's Declaration, Oregon Condominium Act, Bylaws and Areas of Responsibility Resolution should be consulted for clarification of any ambiguity between what constitutes part of the unit(s) and the common elements. In the event that the damage is the result of an owner's negligence or intentional action, the entire deductible shall be allocated to the owner at fault as determined by the board of directors. In the event that the damage is the result of the Association's negligence or intentional action, the entire deductible shall be allocated to the Association. The board of directors shall make the determination of fault, if any, in good faith.

(b) No Bar to Individual Claims. Nothing in this Resolution shall bar a claim by any party, including, without limitation, any Owner or the Association, to recover any loss or damage caused by the negligence or intentional conduct of any other party. The purpose of this Resolution is to create an efficient, doubt-free mechanism to fund the deductible so as to permit the prompt repair of the damaged portions of the Condominium.

(c) Flood and Earthquake Insurance. The deductible under the Association's flood and earthquake insurance policies or endorsements, if any, shall be paid by the Association as a common expense.

II. DUPLICATE INSURANCE COVERAGE In the event of duplicate insurance coverage (Association and an Owner have insurance covering the same element), the insurance policy obtained by the Association shall be considered the primary coverage.

III. PROCEDURE FOR HANDLING CLAIMS

3.1 All claims against the Association's insurance shall be processed through and coordinated by the Board of Directors, or, if authorized, the Association's managing agent.

3.2 Charges of managing agents for handling claims, as well as fees and costs for consultants, counsel, and other persons assisting the Association, shall be treated as part of the overall loss, apportioned, if at all, in the same manner as the deductible is apportioned.

IV. PROCEDURE FOR INVESTIGATION AND REPAIR

4.1 Investigation. Upon the occurrence of damage affecting any Unit(s) or the common elements, the Board of Directors shall conduct such investigation as it considers reasonable under the circumstances to determine the nature and extent of the damage, the likely cause of the damage, and the likelihood of insurance coverage for the same. The Board may retain such contractors, consultants or counsel as it considers appropriate under the circumstances.

4.2 Repairs to Common Elements. The Association shall always control the conduct of maintenance and repairs to common elements.

4.3 Repairs to Unit(s). In the event of damage to one or more Units with respect to which there is any coverage under the Association's insurance policy, the Association retains the right, but not the duty, to control the solicitation of bids and the conduct of repairs for such damage. In its discretion, the Board of Directors may choose to permit an individual Owner to control the conduct of repairs to the Unit, depending upon: (a) the relative financial contributions of the Association's insurance and the individual Owner or its insurance carrier; (b) the Board's confidence that Unit repair work will not adversely affect the common elements or other Units; and, (c) other relevant factors.

IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing Resolution was adopted at a meeting of the Board of Directors on September 14, 2020.

BY BARBARA STAYTON, ASSOCIATION SECRETARY

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF UNIT OWNERS OF FOUNTAINS
AT SUMMERFIELD CONDOMINIUM**

REPLACEMENT OF PTAC SLEEVES

WHEREAS, the Association's Board of Directors is concerned about the potential for inconsistent installations of the PTAC sleeves that penetrate through the general common element walls of the condominium buildings. In order to ensure that the installations are uniform and performed according to applicable codes and industry standards, the Association believes that this work should be performed by contractors hired by the Association at the Association's expense.

WHEREAS, historically, the Association has paid the cost of the installation of the PTAC sleeves for owners when the replacement of the PTAC sleeves is required.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Association shall continue the practice of paying for the installation of PTAC sleeves when such replacement of the existing sleeve is required.

IN WITNESS WHEREOF, the undersigned Secretary hereby certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called meeting effective August 9, 2021, and that a copy of such Resolution has been mailed to all Owners.

ASSOCIATION OF UNIT OWNERS OF FOUNTAINS AT SUMMERFIELD CONDOMINIUM

By: Barbara Stayton, Chairperson

By: Cyndy O'Brien, Secretary

RULES AND RESOLUTIONS ENFORCEMENT POLICY

Adopted by the Board of Directors August 2009

Article VIII, Section 4 of the By-Laws of the Fountains at Summerfield Condominium Association grants power to the Board of Directors to levy reasonable fines for violations of the Declaration, Bylaws and rules and resolutions adopted pursuant thereto against owners. The Board of Directors thereby resolves that these Rules and Resolutions Enforcement procedures shall be followed:

When an alleged violation occurs, the board will take the following steps:

1. If appropriate, encourage the owners to work out the dispute amongst themselves.
2. Notify the owner in writing of the noncompliance, including specific details about the noncompliance.
3. Provide the owner an opportunity to be heard and the owner who is complaining an opportunity to present evidence of noncompliance.
4. If after a hearing, the board of directors determines that a noncompliance exists, formalize in writing the decision of the board. The written decision must include any details relating to compliance such as the date by which any remedial action must be taken.
5. Provide the offending owner and other interested parties a copy of the decision. The decision should include or be accompanied by notice that unless the noncompliance is remedied by the date specified in the decision that the association may do any of the following: impose a fine, remove the cause of the violation, institute a suit for an injunction against the owner as provided in the governing documents.
6. If the owner fails to remedy the violation, follow through with the proposed action.

SCHEDULE OF FINES

1. Obstruction, damage to, or interference with the use of the common areas and limited common areas. \$100
2. Creation of a nuisance or unlawful activities \$25
3. Violation of the smoking ban \$50
4. Unsightly exterior items and/or appearance (includes the common entry) \$25
5. Unsightly appearance of unit visible from exterior \$25

6. Unauthorized changes to exterior \$100

7. Other violation of the Declaration, Bylaws or Rules and Regulations \$25 not set forth above.

** The above fines may be imposed on a weekly basis as determined by the Board. This document is subject to amendment by the Board as necessary.