

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 owners 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.

ASSOCIATION OF UNIT OWNERS OF FOUNTAINS AT SUMMERFIELD CONDOMINIUM 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 property.

(e) **No Monitoring**. The Association has no obligation to monitor whether 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

ASSOCIATION OF UNIT OWNERS OF FOUNTAINS AT SUMMERFIELD CONDOMINIUM RESOLUTION AREAS OF RESPONSIBILITY

WHEREAS, Article 5, Section 2(m) of the Bylaws states that "the Board of Directors shall have authority to carry out and be responsible for the following matters: Promulgation of rules and regulations governing the condominium and use thereof which shall be consistent with the restrictions set out in Article IX of these Bylaws"; and,

WHEREAS, for the health, safety, welfare, comfort, and convenience of all Owners, the Board wishes to re-affirm the Areas of Responsibility document previously adopted in 2006 by the Association and revised by the Association's attorney's Landye Bennett Blumstein in 2019.

NOW, THEREFORE, BE IT RESOLVED THAT the "Fountain Condominiums Areas of Responsibility" document attached hereto as Exhibit A is hereby ratified and shall continue to be used to assist the Board of Directors and the Association members in determining maintenance and repair responsibility as between the Association and its owners.

Adopted September 14, 2020

By Barbara Stayton, Association Secretary

EXHIBIT A

This document is subject to amendment by the Board as necessary.

FOUNTAINS CONDOMINIUM ASSOCIATION AREAS OF RESPONSIBILITY

1 Association	Exterior siding and paint	Repair, replace, caulk and paint
2 Association	Gutters and downspouts paint	Repair, replace, clean, caulk and paint
3 Association	Roofs, roof flashings, vents garages	Repair, replace, including
4 Association	Perimeter wall studs and installation	Repair, replace
5 Association	Party wall studs (common walls)	Repair, replace
6 Association	Building floor and ceiling rafters, joints and/or trusses	Repair, replace
7 Owner	Perimeter wall interior sheetrock	Paint, repair, replace
8 Owner	Unit interior wall sheetrock and finish	Paint, repair, replace
9 Owner	Unit interior ceilings and floor	Paint, finish
9a Association	Unit interior ceilings and floor	Repair, replace flooring material
10 Owner	Unit fixtures and finishes	Appliances, cabinets, plumbing fixtures, floor coverings and window treatments
11 Owner	Unit entrance door and locks	Repair, replace door, door casing and locks
11a Association	Unit entrance door	Paint, caulk, flash door trim
12 Association	Common area entry doors and locks	Repair, replace
13 Owner	Windows and sliding glass doors	Repair, replace
13a Association	Exterior of windows, window screens, sliding screen doors	Paint trim, caulk and flashings, repair or replace screens
14 Association	Electrical	Electric panels, meters, exterior outlets and fixtures, wiring from meters to units
14a Owner	Electrical	Unit electric wiring, switches, fixtures and breaker switches, etc.
15 Association	Plumbing	Common supply and drain lines,

		outside hose bibs and interior valves that control the water flow to the hose bibs and to the unit itself
15a Owner	Plumbing and unit supply and drain from connection with common area	Unit water heater including gas or electrical lines, venting pipes and water heater supply valve
16 Association	Decks and patios	Repair, replace and paint; second floor deck surfaces and railing included
16a Owner	Deck and patio awnings	Repair, replace
17 Association	Common area hallway, stairs, railings, glass, carpeting, lights and wall coverings	Repair, replace, clean, per general maintenance schedule
18 Association	Sidewalk and steps, common area	Replace, repair, clean and paint safety stripes and railings
19 Association	Insect and pest control	Unit exteriors, attics; wood boring or stinging insects, animals
19a Owner	Insect and pest control	Unit interiors
20 Owner	Water and smoke damage	Damage to unit interiors from unit or neighbor source
20a Association	Water and smoke damage	Damage to unit interior from common area source
21 Association	Fireplace and chimney	Replace chimney cap, exterior brick maintenance
21a Owner	Fireplace and chimney	Clean, interior repair of heating units and venting
22 Association	Common area trees, flowers, plants, shrubs, brick planters, boxes, and lawns etc.	Maintain, remove, replace
23 Association	Streets and parking areas	Clean, re-stripe, repair and repave as needed
24 Association	Fences, bricks and wood; gates and walls	Repair, replace, refinish
25 Association	Signage – entry, street and address	Repair, replace, refinish
26 Association	Common area water lines, water valves, siphon valves,	Maintain, repair, replace

sprinkler heads, electric timers, drain lines, grates, electric panels, wiring, lights, junction boxes and switches

27 Association	Garages	Maintain, repair, replace, paint as needed; original builder's doors, locks, hardware, weather stripping, electric timers, switches and lightbulbs
28 Owner	Garages	Cleaning and safe storage of personal goods; maintenance of electric door openers with controls, hardware and attachment
29 Owner	Dryer vents, ducts	Clean, replace and repair

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

**ASSOCIATION OF UNIT OWNERS OF
FOUNTAINS AT SUMMERFIELD CONDOMINIUM
RESOLUTION DUCTLESS HEATING AND COOLING SYSTEMS
(MINIMUM CRITERIA)**

WHEREAS, Article 5, Section 2(m) of the Bylaws states that “the Board of Directors shall have authority to carry out and be responsible for the following matters: Promulgation of rules and regulations governing the condominium and use thereof which shall be consistent with the restrictions set out in Article IX of these Bylaws”; and,

WHEREAS, for the health, safety, welfare, comfort, and convenience of all Owners, the Board wishes to establish criteria for the placement of ductless heating and cooling systems on the patios and balconies of an owner’s unit.

WHEREAS, the Summerfield Civic Association Architectural/Landscape Manual provides:

2.16 Climate Control: Placement of heat pump, condenser units, and portable air conditioning units shall receive special consideration to ensure appropriate visual screening and noise attention to the neighboring residential units and areas. Use of solar heating systems is acceptable provided that the panels or collectors are integrated into the structure with regard to overall appearance and design. All exterior climate control equipment and solar units must be approved by the Board of Directors prior to installation. The City of Tigard requires a mechanical permit that complies with state and federal regulations for installation of heat pumps and air conditioners.

NOW, THEREFORE, BE IT RESOLVED THAT, Owners may install ductless heating and cooling systems in accordance with the following criteria:

Ductless Heating/Cooling System Criteria

Outside compressor dimensions:	Not to exceed 42” W x 20” D x 38” H
Outside compressor location:	The compressor can be located on the deck/patio or on a concrete slab next to the building. If the compressor is located on a deck/patio, a hose must be attached to the compressor to drain the condensation to the landscape.
Weight of compressor:	150-200 pounds
Sound Level from compressor:	Not to exceed 65 Decibels

Exterior pipe ("line hide") from compressor to building: Must be painted to match the trim of the building.

Opening left in the exterior of the building when heat/pump is removed from wall sleeve: The exterior grill no longer used by the heat pump may remain in place. The wall sleeve must be blocked and insulation must be installed inside the wall sleeve.

FURTHER RESOLVED, all work must be done by licensed and insured contractors who are insured to work on multi-family dwellings. Any damage caused by the installation must be corrected at the Owner's sole cost and expense.

FURTHER RESOLVED, any Owner that intends to install a ductless heating/cooling system strictly in accordance with the above referenced criteria shall be deemed to have received approval of the Fountains Board of Directors and may proceed to submit such application to the Architecture/Landscape Committee of the Summerfield Civic Association.

FURTHER RESOLVED, any Owner that desires to install a ductless heating/cooling system that does not strictly comply with the above referenced criteria shall be required to submit an application to the Board of Directors for a variance from the above criteria. The application shall explain the request for a variance in detail and shall explain why the Owner is unable to comply with the criteria set forth above.

Adopted this 9 day of May, 2022.

Julie Helle, Association Secretary _____

**ASSOCIATION OF UNIT OWNERS OF
FOUNTAINS AT SUMMERFIELD CONDOMINIUM
RESOLUTION ON DECK PRIVACY SCREENING**

WHERE AS ARTICLE IX - MAINTENANCE AND USE OF CONDOMINIUM PROPERTY, Section 5. Rules of Conduct. The following rules of conduct apply to all unit owners and all other persons using the condominium in any manner. Paragraph g. In order to preserve the attractive appearance of the condominium, the Board of Directors may regulate the nature of items which may be placed in or on windows, decks, patios, and the outside walls so as to be visible from other units, the common elements or outside the condominium. All such items shall be maintained in a neat, clean and sanitary manner by the unit owner. All windows shall be covered with material that is white or lined with white, or as the Board approves.

NOW, THEREFORE, BE IT RESOLVED THAT Privacy Screening on the Decks of upper units shall be 3 feet high and long enough to cover the front of the patio railing with additional panels to cover the sides of the railing if the owner wishes. The color of the screening will be Charcoal with UV protection and will be attached with Black zip ties to the existing railing.

Adopted this 13th day of June, 2022

Julie Helle, Association Secretary

RESOLUTION

OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF UNIT OWNERS OF FOUNTAINS

AT SUMMERFIELD CONDOMINIUM

(Restate Bylaws)

WHEREAS, the Association's Board of Directors desires to Restate the existing Bylaws to incorporate all previously recorded amendments into a single document for ease of reference.

NOW, THEREFORE, IT IS HEREBY RESOLVED, the Association is authoring the Chairperson and Secretary to execute and record Restated Bylaws that contain the following:

(a) The words "Restated Bylaws" in the title of the bylaws;

(b) All previously adopted amendments that are recorded and in effect;

(c) A statement that the board of directors has adopted a resolution under ORS 100.411 to restate and record amended bylaws;

(d) The following recording index numbers and date of recording of the initial bylaws and of all previously recorded amendments to the bylaws that are in effect and are being codified;

(A) Bylaws recorded September 19, 1985, as an exhibit to Document 85037059

(B) Amendment recorded August 28, 2007, as Document 2007-093952, re-recorded on March 27, 2008, as Document 2008-027159

(C) Amendment recorded February 19, 2019, as Document 2019-009823

(D) Amendment recorded April 18, 2022, as Document 2022-026498

(e) A certification by the association that:

(A) The restated bylaws include all previously adopted amendments that are recorded and in effect;

and

(B) Other changes were not made to the bylaws except, if applicable, to correct scriveners' errors or to conform format and style.

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 September 12, 2022, and that a copy of such Resolution has been mailed to all Owners.

**ASSOCIATION OF UNIT OWNERS OF
FOUNTAINS AT SUMMERFIELD CONDOMINIUM**

By: Barbara j. Stayton
Chairperson

By: Julie Helle
Secretary