

Fountains at Summerfield Condominiums

Email address: fountainshoa.18@gmail.com

Mailing address: 15685 SW 116th Avenue PMB 105 Tigard, Oregon 97224

Welcome Homeowners!

This section contains basic information about our condominium association. For information about The Summerfield Civic Association, please visit the clubhouse office located at 10650 SW Summerfield Drive. There is an annual assessment for the Summerfield Civic Association due at the beginning of the calendar year. If you have questions regarding the yearly assessment, please contact the Summerfield office between 8:00 AM and Noon each business day at (503) 620-0131. The Summerfield Civic Association website is www.summerfield55.org.

Cable Television

Residents of the Fountains are considered by Comcast as “Bulk Customers” because Basic Cable is provided as part of your Monthly Assessment to the HOA. Comcast gives Fountains’ residents a significant discount for Basic Cable because of this. When you contact Comcast for Customer Service use the Bulk Customer phone number 855-307-4896. The Fountains’ account number is 8778 10 303 0229301.

Comcast charges a fee to come to your unit and connect your DCT (Two-way box with Music, On Demand, and Pay Per View) and/or DTA (One-way box with regular channel lineup); your monthly assessment entitles you to one of each type of box at no charge. If you decide to connect the boxes yourself, you may obtain them at the local Comcast Customer Office at 7219 SW Hazel Fern Road (In Bridgeport Shopping area), Tigard OR 97224. These boxes become the property of the homeowner who is responsible for returning them to Comcast when they are no longer needed.

Monthly Assessment and Fees

The monthly assessment is due on the 1st of every month and late on the 10th of every month. The HOA does not send out an invoice or bill. The assessment includes water/sewer, television basic cable, garbage/recycling, outside lighting, monthly entryway cleaning, outside windows, landscaping, building and street maintenance, and insurance.

The monthly assessment for the Fountains of Summerfield is \$335. Please mail to:
The Fountains PMB105 15685 SW 116th Avenue Tigard, OR 97224

Homeowners who are refinancing and require the HOA to complete form(s) will be charged a Statement Fee of \$50 per form.

Homeowners requesting any report beyond the monthly Balance Sheet, Income Statement and the Final Budget as is distributed to all Board Members will be charged \$10 per report payable in advance. The Board will make available free of charge an e-copy of the annual review of financials. If a hard copy is required of the annual review, a charge of \$10.00 will be made payable in advance to cover the expense of making the copy.

If you have questions regarding additional payment options, please email fountainshoa@yahoo.com

Homeowners Association Master Policy Insurance Information:

American Family Insurance
Agent, Jared Walthard 15406 SW 116th Ste. 108
King City, Oregon 97224
503-443-1923

All Homeowners need to purchase a Homeowners Condominium Policy (HO-6) on their individual units.

Condo Owners Insurance

This is a brief synopsis of the basic condo owner's insurance policies. It is not meant to include all coverage that is available nor to represent any insurance policy. The wording is generic. Please see your own insurance policies for coverage wording and or contact your insurance agent.

- **Coverage A: Building:** This is for the unit owner to insure the parts of the structure that are not covered by the HOA. Insurers provide a limit usually computed as 10% of Coverage B as a limit for coverage A. This is typically not enough to cover all that you are required to by the HOA bylaws. You need to know what you are responsible for and what it will cost to replace all.
- **Coverage B: Contents:** This is for your clothing, furnishings, kitchen utensils, art, sports things, etc. There are limitations for some items such as jewelry, silver, art, collections, etc. Higher valued items can be added to the policy at their specific value.
- **Coverage C: Loss of Use:** This is for the additional costs to house you at another location while yours is being repaired or rebuilt.
- **Loss Assessment:** This covers you for assessments of the Fire Policy deductible, handed down from the HOA because of direct physical loss to collectively owned property by an occurrence. Most policies include a \$1,000 limit with the option to increase up to \$50,000.

- **Earthquake Loss Assessment:** This is typically not available. When it is available there is a separate deductible for it.
- **Earthquake Coverage C:** This insures your contents for loss by Earthquake. Deductibles are usually 5%, 10% or 15% of the limit of coverage. A few insurers have fixed amount deductibles like \$1,000.
- **Liability:** This covers you for injuries to others caused by you.

**FOUNTAINS AT SUMMERFIELD CONDOMINIUM ASSOCIATION
COLLECTION POLICY**

**Adopted by the Board of Directors January 2006
Revised by the Board of Directors September 2009
Revised by the Board of Directors May 2013**

Article V, Section 1 of the By-Laws of the Fountains at Summerfield Condominium Association grants power to the Board of Directors to conduct Association business, and Section 2c of the By-Laws grants the authority to levy assessments against owners. The Board of Directors thereby resolves that these collection procedures shall be followed:

AMOUNTS PAYABLE TO THE ASSOCIATION include, but are not limited to, regular assessments, special assessments, repairs to the common area that are an owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Association.

PAYMENT SCHEDULE. The regular assessment is due and payable on the first of each month and, if not received or postmarked by the tenth of the month, will be considered past due.

LATE FEES, NSF & INTEREST CHARGES.

A late fee of \$10 will be charged after the 10th of the month on all delinquent balances. A \$10 NSF (Non-Sufficient Funds) charge will apply to any returned check.

Any balance older than 30 days will incur a further charge of \$10 per month until paid. In the event that a unit owner fails to pay an installment of an assessment when it is due, the Board may, after 10 days written notice, declare the defaulting unit owner's entire annual or special assessment due immediately and interest thereafter shall accrue on the entire assessment at twelve percent (12%) per annum until paid. (Bylaws, Article VIII, Section 5) The late fee continues to accrue in addition to the 12% interest per annum.

ORDER OF CREDITING PAYMENTS. Payments received shall be first applied to assessments owed, then to late charges or collection expenses.

PROCESS FOR DELINQUENCY NOTIFICATION. For all balances that are thirty (30) days past due, the following notification process applies:

FIRST NOTICE. First notice of Past Due charges including detail of assessments, late fees, NSF charges, and other charges that apply will be sent by First Class Mail to an

owner whose balance is thirty (30) days past due.

SECOND NOTICE. Second notice of Past Due Charges including detail of assessments, late fees, NSF charges and other charges that apply will be sent by First Class Mail to an owner whose balance is sixty (60) days past due.

10-DAY DEMAND. 10 day Demand for Payment including detail of assessments, late fees, NSF charges and other charges that apply will be sent by First Class Mail to an owner whose balance is seventy five (75) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 10 days. Attorney actions include but are not limited to filing a lien against the owner's property, a personal judgment against the owner and property foreclosure.

LEGAL SERVICES. If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs.

OTHER CHARGES. The Association may charge the owner for:

Foreclosure action or deed in lieu of foreclosure.

Notification, filing and satisfying liens.

Enforcement of the Association's Rules, Bylaws, Declaration or Policies.

Costs of litigation.

Repairs to the Association's common areas that result from the acts of owners, their tenants or guests.

Owner Bankruptcy.

Adopted Rules and Resolutions

NEW BUYER ASSESSMENT September 2010 Revised December 2011

The Fountains at Summerfield Condominium Association is vested with power and authority to, and shall, assess and collect a new buyer fee assessment upon the Transfer of any individual unit. The new buyer fee assessment shall equal fifty and no/100 dollars (\$50.00). The new buyer fee assessment is the personal obligation of the purchaser, new title holder, or transferee, of the condominium unit.

PARKING July 10, 2007

Every condominium unit has a single car garage assigned to it. There are a limited number of outdoor (guest) parking spaces. The garages are to be the **principal** parking locations of each unit owner. This means that whenever a unit owner (or owners) has (have) the use of only one auto, that auto should be parked primarily and principally in the assigned garage. If the owner(s) have has two autos, one should be parked in the garage and the other may be parked in any of the available outdoor spaces. Parking spaces are not assigned to a specific owner or building and are available on a first come basis.

PATIOS AND DECKS 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 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 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.

**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. <u>Unsightly</u> exterior items and/or appearance (includes the common entry)	\$25
5. <u>Unsightly</u> appearance of unit visible from exterior	\$25
6. Unauthorized changes to exterior	\$100
7. Other violation of the Declaration, Bylaws or Rules and Regulations not set forth above.	\$25

**** 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.

FOUNTAINS CONDOMINIUM ASSOCIATION AREAS OF RESPONSIBILITY

1 Association	Exterior siding and paint	Repair, replace, caulk and paint
2 Association	Gutters and downspouts	Repair, replace, clean, caulk and paint
3 Association	Roofs, roof flashings, vents	Repair, replace, including garages
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, sprinkler heads, electric timers, drain lines, grates, electric panels, wiring, lights, junction boxes and switches	Maintain, repair, replace
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

Please contact the Fountains Board at fountainshoa.18@gmail.com for assistance or to discuss homeowner responsibilities vs. association responsibilities.

RECOMMENDED MAINTENANCE AND SERVICE PROVIDERS 2019

AWNINGS

Pike Awnings 503-624-5600

CONTRACTORS

Wyffels Remodeling 503-680-9430

Jon Erickson 503-730-9220

LOCKSMITH

Mike's Lock & Safe (24hrs) 503-684-1475

DRYER VENT CLEANING

Top Hatter 503-639-1436

Dr. Carpet, Dryer Vents, etc. 800-789-7619

ELECTRICIAN

Frahler Electric 503-639-4627

Boones Ferry Electric 503-682-4936

GARAGE DOORS

J & J Overhead Doors 503-616-0317

HANDYMAN

Jon Erickson 503-730-9220

Chris Allen 971-226-1453

HEATING & COOLING

Jacob's Heating & Cooling 503-969-3418

Sun Glow Heating & Cooling 503-253-7789

PAINTING

Lou's Painting 503-698-1239

PEST CONTROL (Interior)

Leupitz Pest Control, Inc. 503-246-8887

Summit Pest Control 503-639-2500

PLUMBING

Rayborns Plumbing 503-692-4139

Power Plumbing 503-244-1900

WATER DAMAGE

Service Master 503-639-4858

WINDOW WASHING (Interior)

Greg Aranson Window Washing 503-620-5855

WINDOW REPAIR/REPLACE

Johnson Home Improvements – Windows/Patio Doors 503-639-6799

The Door Works – Entry Doors/Patio Doors 503-274-8925

Y.C CLEANING SERVICES

EDIE 503-515-7540

These providers are familiar with the Fountains buildings. If you have questions, please send email to fountainshoa@yahoo.com