

# Fountains at Summerfield Condominiums

Email address: fountainshoa.18@gmail.com

Mailing address: The Fountains PMB 165, 16200 SW Pacific Hwy, Suite H,  
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](http://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.

## PARKING

Every condominium unit has a single car garage assigned to it. We have only 68 outdoor parking spaces which are used for residents who have two cars (one in the garage and one outdoors) and guests of residents. The garage is to be the principal parking location for each unit owner and should not be used for storage. None of the outdoor spaces are assigned to a specific owner or building and are available on a first come basis. The outdoor spaces are not to be used for storing a vehicle.

## Monthly Assessment and Fees

The monthly assessment is due on the 1st of every month and late on the 10<sup>th</sup> 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 \$355. Please mail to:  
The Fountains PMB 165, 16200 SW Pacific Hwy, Suite H, Tigard, OR 97224. Checks can also be deposited in Box 31 next to garage 31.

### THE FOUNTAINS AT SUMMERFIELD What Your \$355/Month Pays For the 2020

\$85.00	Reserve Transfer	Funds reserved for capital improvement/large projects
\$5.25	Electricity -- Portland General Electric -- All Outside Lighting	Walk lights, pole lights, garage & garbage area lighting, street entrance lighting
\$95.56	Water & Sewer -- City of Tigard	Household, landscape, irrigation water and sewer charges
\$9.00	Garbage -- Pride Disposal	Weekly garbage and recycling
\$38.24	Ground Maintenance - Contract --Brightview Landscaping	Mowing, edging, trimming, weed control, pruning, fertilizing, leaf removal
\$7.50	Ground Maintenance - Other	Plant maintenance and replacement not covered in contract
\$2.25	Arborist	Tree maintenance and replacement
\$3.75	Irrigation	Maintenance and replacement
\$12.29	Maintenance & Repairs	Maintenance and repairs of common area property
\$3.00	Fountains Maintenance	Maintenance of fountains and annual contract
\$5.54	Gutter Cleaning & Repair	Cleaning and repairing gutters as needed
\$5.51	Entry Hall Cleaning	Monthly entrance all vacuuming and cleaning
\$2.25	Window Cleaning	Annual cleaning of outside windows
\$2.25	Pest Control	Exterior pest control
\$33.75	Cable -- Comcast TV Cable	Basic level cable TV
\$6.37	Professional Fees	Legal, financial review, tax filings and reserve studies
\$29.69	Insurance	Building and grounds insurance, liability insurance
\$0.75	Office Supplies	Miscellaneous supplies, banking, postal
\$2.25	Annual Meeting	Annual meeting, townhall materials, luncheon
\$1.50	Income Tax Federal	

Federal income tax on interest earnings  
\$0.30 Income Tax State  
State income tax on interest earnings  
\$3.00 Contingency

## 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 10<sup>th</sup> 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.

### STATEMENT FEE

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 ecopy 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.18@gmail.com](mailto:fountainshoa.18@gmail.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

## RADON

The questions about radon come up every now and again. It is nothing new. It is a colorless, odorless gas that comes up naturally from decaying matter deep in the earth. It's been there forever. There is a certain amount of it everywhere. Prolonged, continuous breathing of this gas can cause some health issues to certain people. Generally, it has no short-term affect and then only to certain people on a long-term basis. Smokers are at the highest risk. The units on the upper level of the Fountains condos have a very much reduced chance of a high-test reading. If you are concerned about a high level of radon gas being present in your unit, here is the procedure: Call a company named Soil Solutions at 503. 234. 2118 and tell them you want to have your unit tested. You and Soil Solutions work out the details of your test. They have agreed that one of their 48-hour electronic tests that would cost you approximately \$165.00 will give a good long-term idea of the level of radon in your unit. Soil Solutions will be able to give us an immediate level reading.

Please do not use a cheap, short term test. The board will not recognize a noncompliant test. If an elevated risk of a high level of the gas is found in your unit, Soil Solutions and the board and you will discuss what is necessary to mitigate the gas. Mitigation can be done by working inside of your unit, and a permanent unit installed on the outside of your unit. We don't want to frighten you! People have come and gone on the earth with very, very little notice of this gas. There has been some talk of it lately. A representative from Soil Solutions will be at our Annual Meeting with information for you and to answer questions.

To summarize: The testing is done at your prerogative and expense. It is your unit and you decide if you want it tested.

Fountains Board statement of opinion. 2020

## 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.

### **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.

Barbara Stayton, Association Secretary

EXHIBIT A  
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,	Repair, replace joints and/or trusses
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	Paint trim, caulk and flashings, sliding screen doors 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	Unit water heater including gas from connection with common area 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,	Repair, replace, clean, per railings, glass, carpeting, general maintenance schedule lights and wall coverings
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,	Maintain, remove, replace plants, shrubs, brick planters, boxes, and lawns etc.
23 Association Streets and parking areas	Clean, re-stripe, repair and repave as needed
24 Association Fences, bricks and wood; gates	Repair, replace, refinish and walls
25 Association Signage – entry, street and address	Repair, replace, refinish
26 Association Common area water lines,	Maintain, repair, replace water valves, siphon valves, 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

**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

## 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

## RECOMMENDED MAINTENANCE AND SERVICE PROVIDERS 2020

### 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.