



FOUNTAIN LAKES FAIRWAY ESTATES HOMEOWNERS ASSOCIATION

HOMEOWNER HANDBOOK

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List of Board Members, Committee Assignments and Contact Information

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Fountain Lakes/Fairway Estates Homeowner Association

P.O. Box 805

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Fountain Lakes/Fairway Estates Homeowners Association

Introduction

The Fountain Lakes/Fairway Estates (FL/FE) Homeowners Association ("Association") consists of two neighborhoods, Fountain Lakes and Fairway Estates.

Each homeowner is a member of the Association as well as the Charbonneau Country Club ("CCC"). In accordance with each homeowner's Warranty Deed, all homeowners are subject to the Covenants, Conditions and Restrictions as stated in the following formal documents:

- #77 12613 Declaration of Covenants, Conditions and Restrictions (CC&Rs for Charbonneau Country Club)
- #78 23760 Bylaws for Fountain Lakes/Fairway Estates Homeowner Association
- #78 5833 Articles of Incorporation for FL/FE

The business of the Association may be carried out by a property manager, an independent contractor, who works at the direction of the President and Board of Directors.

The annual meeting of the homeowners is held on the second Monday of December each year. The vote of a majority of the members or voting units present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by members. Twenty percent (20%) of those entitled to vote shall constitute a quorum and, for this purpose, eligible voters present and proxies from eligible voters shall be added together.

The Board of Directors meets monthly on the second Monday of each month. Homeowners are encouraged to attend and either bring issues to the Board of Directors' attention or to observe the meeting. These meetings are held at the Charbonneau Country Club and begin promptly at 4:00 PM. Any changes to this schedule will be posted on the CCC bulletin board.

Board of Directors – Roles, Responsibilities, Procedures

The Board of Directors ("Board") consists of seven volunteer homeowners, each with a term of three years. Board members are elected each year at the annual membership meeting, filling the vacancies left by the retiring board members. The officers of the Board are President, Vice President, Secretary, and Treasurer.

The following are the four permanent committees appointed by the Board to assist in conducting the business of the Association:

1. Architecture
2. Finance
3. Landscape
4. Pools and Lakes

These committees recommend policy, outline goals and objectives, and provide budget figures for the Board's review and decision process.

The following are the voting procedures for the Board:

1. A majority of the Board members shall constitute a quorum for the transaction of all business.
2. The Homeowner's Handbook may be amended at any regular or special meeting of the Board.
3. A proposal to change, supplement, or otherwise amend the Bylaws for the Association may be made by a majority vote of the Board at any regular or special meeting called for such purpose. Amendments may also be proposed by the petition of thirty percent (30%) or more of the membership.
4. A proposal to change, supplement, or otherwise amend the FL/FE Declaration of Covenants, Conditions and Restrictions (CC&Rs) may be made by a majority vote of the Board at any regular or special meeting called for such purpose. Amendments may also be proposed by the petition of thirty percent (30%) or more of the membership. Amendments must be ratified by seventy-five percent (75%) or more of the membership.

Board Requirements

Management

If the Board contracts for management services for the Association, the property manager, an independent contractor, acts at the direction of and is responsible to the Board and reports to the President.

1. Acts as the primary contact with the homeowners to provide information, answer questions, and directs concerns to the appropriate board member as necessary.
2. Assists each committee as may be requested in preparing annual budgets, projection of income and expenses, and estimated charges for maintenance, repairs, replacement reserves and services.
3. Attends Board meetings as may be requested.
4. Maintains and handles correspondence relating to the common areas, maintenance, repairs and replacements.
5. Assists board members as may be requested to review specifications and bids (in conjunction with applicable committee) for capital improvement work in excess of \$1,000 such as painting, landscaping and pool repairs, and assists the appropriate committee and the Board as may be requested to negotiate all contracts for maintenance, repairs, and replacements.
6. Performs inspections of common areas, making recommendations to the Board as may be deemed necessary, as well as exterior inspection of residences for CC&R compliance.
7. Maintains correspondence, Homeowner's Handbook, Bylaws and CC&Rs, and prepares and files reports required by state, federal and local government agencies.
8. Assist with preparation of newsletters, and prepares for distribution such other information for homeowners as may be requested by the Board.
9. Performs such other duties as may be mutually agreed upon between management and the Board.

Bookkeeping

The Board contracts for bookkeeping services for the Association. The bookkeeping service acts at the direction of and is responsible to the Board and reports to the Treasurer.

Bookkeeping:

1. Collects dues assessments, makes deposits to proper accounts, and issues checks to pay for the cost of utilities, insurance, maintenance, administration and other expenses of the Association.
2. Assists in preparing budgets, projections of income and expenses, and estimates charges for maintenance, repairs, replacement reserves and services.
3. Keeps record of receipts and expenditures.
4. Prepares and distributes monthly financial statements to the Board and such financial data and information to the homeowners as required by the Board.
5. Makes provision for the Association's accountants to perform an annual audit and prepare annual tax returns.
6. Performs such other duties as may be mutually agreed upon between the accounting service and the Board.

Association's Monthly Dues Assessment

The operation of the Association depends on the receipt of the monthly dues assessments levied against each home in accordance with the Bylaws and CC&Rs. The funds are used for the ordinary and necessary operating and administrative expenses of the Association, maintenance of the common areas vested in the Association

Monthly dues assessments are payable on the first of each month and are delinquent after the 1st. Any dues assessment which is not paid when due shall be delinquent. If any such dues assessment is not paid within 30 days of the due date, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum. After 30 days of delinquency, a past due invoice showing the balance owing together with interest will be sent to the homeowner each month. After the delinquent balance, plus accrued interest, reaches 90 days, a lien for the full amount due will be filed. The homeowner will be liable for any past dues assessments and any other charges plus filing costs and any legal fees incurred.

Charbonneau Country Club Membership Dues

Each homeowner unit in Charbonneau is a member of the Charbonneau Country Club and subject to annual membership dues. These dues are paid directly to the Charbonneau Country Club, 32000 SW Charbonneau Drive, Wilsonville, OR 97070.

Architectural Control

Services Provided By the Association

The Association provides for the maintenance and control of the common areas in our Association. The major services that are provided for the homeowners are as follows:

1. Maintenance of the Fountain Lakes swimming pool and pool building.
2. Maintenance of lakes and fountains.
3. Maintenance of gazebo.
4. Maintenance of entrance monuments and fountains.
5. Maintenance of mailboxes and surrounds.

Painting

Painting of the house, garage, fences and wrought iron railing is at the expense of the homeowner:

1. Colors must be selected from approved chart and approved by Architectural Control Committee Chairperson.
 - a. The approved color chart book is available at the Charbonneau Country Club office or at the Wilsonville Sherman Williams paint store.
2. The Association maintains the appearance of all common assets.
3. All gates must be painted black.

Guidelines for Exterior Alterations and Repairs

The Architecture Committee monitors the exterior maintenance and repairs of all homes, which includes any exterior alteration to the homes, relocation of fences or walls, or the extension of decks or patios outside the courtyard. Homeowners must submit an Architectural Change Request form to the Board and obtain written approval from the Committee and the Board prior to any exterior alterations being made. The following documents need to be submitted with the Architectural Change Request form:

1. Plans of proposed change(s), including plot plan, prepared in sufficient detail so that a casual reviewer would understand the proposed change(s).
2. Elevation drawing(s) depicting the proposed change(s) as it will appear when completed.
3. Any exterior alteration or repair involving moving an irrigation water line, plant, shrub or tree removal, requires submittal of a "Tree Removal and Landscape Modification Application" for approval by the Landscape Committee. Tree removals also require the approval of Charbonneau Country Club.

The Architectural Committee shall be given adequate time to evaluate the request. If a request is denied, the homeowner shall receive a detailed written explanation of the denial.

The installation or replacement of air conditioners, heat pumps and spas requires the written approval of "line of sight" neighbors. Homeowners must submit an Architectural Change Request form to the manager and obtain written approval from the Committee and the Board prior to installation or replacement.

Fountain Lakes / Fairway Estates Architectural Guidelines

Charbonneau was planned and designed to provide "open space" such as the golf course and green belt (common areas), with landscaped areas in front of, beside and behind townhouse and single homes. These open spaces enhance the beauty of Charbonneau, reminding us of why we decided to purchase and live here. It is for this reason that each and every architectural change made to a FL/FE home's exterior (whether inside or outside the courtyard) requires a completed Architectural Change Application including property lot line survey in addition to FL/FE Board approval.

The questions each FL/FE homeowner should ask and be able to respond to with a "yes" when considering architectural changes are as follows:

1. Will the proposed change(s) conform to the existing home's architectural style?
2. Will the proposed change(s) conform to the immediate area's architectural style and aesthetics?
3. Have **all** appropriate **LINE OF SIGHT** neighbors reviewed the plans and elevation drawings, and are they in support of the proposed request by signing the Architectural Change Application?
4. Does this proposed change stay within your property lines and does it meet setback requirements as specified by the City of Wilsonville?
5. Do the proposed changes include landscaping alterations (please attach details) that you, the FL/FE homeowner, will be responsible for?
6. Have you taken the opportunity to discuss the proposed change(s) with a current Architectural Committee person?
7. Have you read the Charbonneau Country Club Architectural Standards and does your request comply with these standards?

In addition to a completed and signed FL/FE Architectural Change Request Form (see Pages 18-19 of this Handbook), the Architectural Committee for its review and recommendation to the FL/FE Board, requires the following exhibits (in duplicate):

- Plans of the proposed change, prepared in sufficient detail so that a lay person would understand what the proposed change represents.
- Elevation drawings depicting the proposed changes including but not limited to specifications for siding, doors, windows, roof and landscaping including irrigation detail, as they will appear when finalized.
- A copy of the plot plan survey including property lot line corners, from a registered Engineering and Land Surveying Co., depicting your property lines, the current structure, any encroachments and the proposed change.
- Necessary forms are available from the Architectural Committee chair.

Survey Requirements

For Board consideration, two (2) copies of an "as-built" and/or to-be-built addition or remodel or lot line clarification survey must be provided to the Architecture Committee Chair ten (10) days prior to any FL/FE board meeting.

The following are the Association's minimum survey requirements and must specifically be included on the survey:

1. Survey must be dated within the last twelve (12) months.

2. Surveyor will provide measurements (dimensions) from existing structures (i.e. house, garage, courtyard, walls, fences, patio, etc.) to property lines. Homeowner will provide drawing showing new project(s) with respect to property lines.]
3. Easements, if any, and distance from improvements (refer to Deed or CC&Rs).
4. Encroachments, if any, and the exact measurements of the distance to any and all lot lines, buildings, easements, etc., shall be shown.
5. Dimensions of building addition or extension, including porches, sidewalks, patios, decks, overhanging eaves, etc., as proposed in attached construction drawing.
6. Property owner name and address.
7. Name of surveyor/engineer and registered number, including address and telephone number.
8. Homeowner will provide written assurance by surveyor and homeowner that the new project(s) will not encroach upon others' property (i.e., property, golf course property, neighbors' properties, utility easements or public/governmental easements).

Note: Any work to be commenced must comply with all conditions and regulations of Fountain Lakes/Fairway Estates Homeowners Association, Charbonneau Country Club, and the City of Wilsonville.

Antenna or Satellite Dish

In order to maintain good visual appeal, the antenna/satellite dish is to be located so it is not visible from the street, neighbors, or golf course to the maximum extent possible. Homeowners are encouraged to meet with the Architectural Committee to determine the most desirable location prior to installation. To the extent possible, and without preventing an acceptable quality of signal, the antenna/satellite dish shall comply with the following:

1. The antenna/satellite dish is to be located in a position out of public view to the maximum extent possible while providing an acceptable signal. Professional installers qualified in determining satisfactory reception can best facilitate location and installation of the antenna/satellite dish. Charbonneau Country Club will assist in facilitating a location for the antenna/satellite dish, and provide written approval outlining acceptable locations. **A copy of this form must accompany the ACR to be submitted to the Board prior to installation.**
2. Top priority should be given to the following locations: in courtyards, below tops of fences, and ground level in areas that the antenna/satellite dish is hidden by landscape plantings.
3. In the event that an antenna/satellite dish has been installed in violation of these regulations, the Board has the authority to require that the antenna/satellite dish be moved to another location, at homeowner's expense, that will provide an acceptable signal.

Exterior antennas and satellite dish receivers and transmission dishes are prohibited in Charbonneau except to the extent expressly mandated by rules adopted by the Federal Communications Commission pursuant to the Telecommunications Act of 1996. Specifically, ham radio antennas, satellite dishes one meter or larger, television antennas on masts 12 feet or higher, and multi-point distribution antennas more than one meter or on masts 12 feet or higher, are all prohibited.

Driveway Replacement

Driveway replacements require submittal of an Architectural Change Request, and must be approved prior to the commencement of work. All replacement driveways must meet the Architectural Standards of the Charbonneau Country Club, which can be found in the Charbonneau Country Club Resident's Directory and Guidebook. All replacement driveways in Fountain Lakes must have a conduit buried beneath them to facilitate future irrigation and utility installations. The conduit must be 3 inch diameter ABS pipe and should be buried parallel to the street, 6 feet from the curb. It should extend 12 inches beyond the edge of the driveway. In the event there is an existing conduit under the driveway, a new one must still be installed. The homeowner is required to contact the Property Manager,

after demolition but prior to any concrete replacement, so that the Landscape Contractor can inspect the sight for any irrigation pipe or wire breaks. Should this not be done, the homeowner will be responsible for all costs to repair or replace any irrigation damage. Also note that driveway replacements may require a permit from the city of Wilsonville.

Roof Replacement

Roof replacements require submittal of an Architectural Change Request, and must be approved prior to the commencement of work. All replacement roofs must meet the Architectural Standards of the Charbonneau Country Club, which can be found in the Charbonneau Country Club Resident's Directory and Guidebook.

Window Policy

Window replacements require submittal of an Architectural Change Request, and must be approved prior to the commencement of work. All replacement windows must meet the Architectural Standards of the Charbonneau Country Club, which can be found in the Charbonneau Country Club Resident's Directory and Guidebook.

Courtyard Gates

All gates must be painted black. Modification to gates for the purpose of dog control must be done in a permanent nature. Chicken wire, mesh, metal, plastic, wood, cardboard, string or any other material that is not integral to the gate is not permitted. An example of an appropriately modified gate can be viewed at 7234 SW Lake Drive.

Homeowners' Responsibilities

Homeowners are responsible for repairs and maintenance of their individual homes, and the decoration of their homes within the confines of their courtyards and patios.

Homeowners may contact any repair or services company they wish to assist in their needs.

In all cases where the homeowner is employing a person for repair or services, they should be sure the person is responsible, and has a current contractor's license with the State of Oregon, a business license with the City of Wilsonville, and adequate liability and worker's compensation insurance.

Pursuant to the CCC's CC&R's, Section VII, storage of any items, including gardening tools, trash/recycling containers may not be stored in view of the street, golf course, neighbors' view, or other public view. Garden hoses that are visible from the street, golf course or common areas shall be stored in a hose storage device. Loose hoses are not allowed. It is preferable that the storage device conceal the hose. If the hose is visible in the device it shall be neatly coiled. All garden hoses should be disconnected in the winter to prevent freezing of the pipes.

Lease or Rental of a Home

No tenancy, by lease or rental, may effectively delegate the owner's rights of use and enjoyment of the common areas and recreation zones (including pools) without first having obtained, subject to such conditions as may be specified by the Board, the prior permission and approval of the Board. Any homeowner desiring to place a tenant in possession of their residence should first make application to the Board for approval of the proposed lease. Application forms are available from the Property Manager or may be printed from the FL/FE Handbook. With the application the owner should supply:

1. The names of the proposed lessees
2. The number of adults and children, and the ages of the children, who would occupy the premises
3. A copy of Lease Agreement for a minimum duration of one (1) year.
4. The understanding and agreement of the parties with their signatures (owners and tenants) that they have read and will abide by any terms and conditions that may be imposed by the Board of directors, as well as FL/FE Bylaws, and its rules and regulations. Please send these forms to the F.L./F.E., P.O. Box 805, Wilsonville, OR 97070.

Each lessee, renter, or other occupant of a home who satisfies the conditions of the Bylaws and CC&Rs is an associate member of the Association which carries all of the rights and privileges, as well as all of the obligations and responsibilities of a proprietary membership, with the exception of the right to vote. The homeowner is strongly encouraged to supply lessee, renter or other occupant with a copy of the Homeowners' Handbook as part of the rental agreement. The homeowner assumes liability and responsibility to ensure that all CCC and HOA guidelines are observed and maintained.

Any homeowner desiring to place another party in occupancy of their home is required to first notify the Secretary of any change of occupancy. It is the homeowner's responsibility to make the lessee, renter or other occupant aware of this Handbook, the Bylaws and CC&Rs.

Landscape and Plant Control

Fairway Estates Ground Maintenance

Residents in Fairway Estates are responsible for their own grounds maintenance. Lawns and shrubbery must be kept in good repair and condition, and meet the standards of the overall Charbonneau community.

Homeowners with homes facing the golf course receive limited lawn care services per the association's landscape contract.

Fountain Lakes Ground Maintenance

The Association has a contract with a professional landscape maintenance company for grounds maintenance with the following representing the major contractual responsibilities:

- Lawn mowing and edging
- Lawn fertilizing
- Shrub fertilizing
- Irrigation maintenance
- Weed control
- Over-seeding lawns
- Shrub pruning*
- Leaf raking and removal
- Barkdust (every 2 years if funds are available)

*All trees are the responsibility of the homeowner, including trimming, lifting, or pruning of tree branches that 'bury' street lights. Tree root problems with walls or fences, driveways, sidewalks are the responsibility of the homeowner. All shrubs, grasses, groundcover, trees, etc., must be kept off walls, sidewalks, driveways, walls, homes and garages. Homeowners wishing to be added to, or removed from, the "No Trim" list can do so only at the beginning of the calendar year, and must complete an Application form by September 30th and submit it to the Landscape Committee to request approval. The Application form can be obtained from the Property Manager or a Board member.

Selective trimming of plantings and shrubs is performed up to 5 times per year by the Association's landscape contractor. If you have a plant or shrub that you do not wish to have trimmed by the contractor, please tie a wide BLUE ribbon on the plant. Please understand that you are still required to trim the plants as needed.

Shrub and Tree Planting

All homeowners are encouraged to take an active part in planning the landscape around their property within the following parameters:

1. Shrubs and trees selected may be planted by the homeowner without prior approval from the Landscape Committee.* The cost for requested or required alterations to the irrigation system to accommodate new landscaping is the responsibility of the homeowner, and must be provided by the Association's landscape contractor at the homeowner's cost.

*For new street trees, the Koosia Dogwood with a minimum height of 6 feet is the only approved species.

2. Fountain Lakes homeowners are encouraged to plant low-maintenance shrubs and trees that can be maintained under the terms of the Association's landscape maintenance contract.
3. Only the Association's landscape contractor shall make modifications to the irrigation system in Fountain Lakes. The cost of all homeowner requested work shall be the responsibility of the

homeowner. For all irrigation modifications due to re-landscaping or remodeling, a Landscape Change Request Form must be completed by the homeowner and submitted to the Landscape Committee for approval.

4. All approved ground covers on homeowner property must be maintained by the homeowner and shall be trimmed at least semi-annually to no higher than 6 inches, and must be kept at least 1 foot away from all shrubs and grass, must be kept off all walls, fences, homes and garages, and may not extend beyond the homeowner's property line.
5. English ivy and other invasive ground covers are not allowed.

Shrub and Tree Removal

Homeowners are responsible for removing shrubs that are diseased, dying, or dead. Homeowners, at their expense and without prior approval, may remove any shrub that they do not want on their property. Homeowners may remove any tree that they do not want on their property; however, prior approval from the Association and the City of Wilsonville/CCC is necessary. **All trees removed must also have their stumps removed below ground level within 30 days.** Refer to Tree Removal Form, which is attached at the end of this document or obtain from the Landscape Chairperson.

Wilsonville Tree Ordinance

Wilsonville Tree Ordinance #464 requires that all tree removals follow an approved procedure. CCC and an FL/FE representative are now required to physically view and approve every tree removal, whether inside or outside a homeowner's courtyard. Any exceptions to this process could place CCC or the Association in violation of this Ordinance, and cause a fine to be levied, which would certainly be passed on to the Association's homeowner. Refer to Tree Removal Form.

Tree Removal Procedure

1. Homeowner submits a Tree Removal & Landscape Modification Application to the Landscape Chairperson.
2. The Landscape Committee reviews the tree location and Application.
3. The Landscape Committee approves or denies the request, and submits the Application to the CCC office.
4. The CCC representative reviews the Application, and approves or denies the request.
5. The original is retained in the CCC office; a copy is retained by the property manager.
6. A copy of the approved or denied application is returned to the homeowner.

Sidewalk Lights (Malibu)

Sidewalk lights may not be located in grass areas that are mowed and maintained by the Association's landscape contractor. They may be located in flowerbeds.

Brick, Rock and Stone Borders

No raised brick, rocks, stone borders, non-permanent, temporary, decorative metal or wood fencing, or similar items shall be placed within 1 foot of grass, to accommodate mowing and edging.

Access between Homes

Homeowners cannot block off the sides of their homes. FL/FE's landscape contractor must have access to the back side areas (golf course side) for their mowers and other equipment.

Pruning Restrictions

The following plant material is **not** pruned under the contract program:

- Roses
- Topiaries, Poodles & Pom Poms
- Shaped Espaliered (flat screen espaliers should be pruned)
- Fruits (trees, dwarfs, shrubs like blueberries & strawberries)
- Vegetables (patio tomatoes, etc.)
- Annuals (dead annuals will be removed during winter months)
- Perennials (homeowner planted perennials will be cut back during winter months if left neglected)
- Trees over 12 feet (vine maples and other small variety trees may be pruned as a shrub unless the limbs are over 12 feet)
- Rhododendrons, azaleas, camellias are not de-budded. However, they are tip pruned after blooming, if needed to accommodate renovation pruning.
- Rhododendrons will be "renovation trimmed" when needed, or when hitting walls, eaves, etc.
- Ground covers on the Restricted Plant List, such as ivy, etc.
- Arbor Vitae: 12 feet and higher – No; under 12 feet – Yes

Swimming Pools

The Association has two swimming pools: The pool on Lake Drive is for the use of Fountain Lakes homeowners only, Homeowners in Fairway Estates have use of the pool at the corner of Arbor Lake Drive and French Prairie Road. **Guests of homeowners are welcome to use the pool, provided the homeowner is present at the pool.**

Keys. One key is issued to each home. Replacement keys for Fountain Lakes pool are available at \$5 per key. Please contact the Pool Committee for replacement of keys for the Fountain Lakes pool. Fairway Estates homeowners should contact the Charbonneau Country Club regarding keys and other questions.

The pools are normally opened for use each year for the Memorial Day weekend. The Fountain Lakes pool closes September 30th, weather permitting. Check with Charbonneau Country Club for the Fairway Estates pool closure date. The pools have **NO LIFEGUARD ON DUTY**. It is the responsibility of each homeowner to so advise all family members and their guests, and to obey the rules of the State of Oregon. State of Oregon rules are posted at each swimming pool.

Pool Rules

FOUNTAIN LAKE HOURS: 8:00 AM – 10:00 PM

FAIRWAY ESTATES: CHECK WITH CHARBOUNNEAU COUNTRY CLUB

These rules are for the protection of homeowners and their guests, and to enhance the enjoyment for all. Clackamas County enforces the State of Oregon's rules by making periodic and unannounced inspections. Cooperation from all pool users will ensure the continued enjoyment of these facilities. **Note: Failure to abide by pool rules can result in privileges being revoked.**

1. No glass containers are allowed in the pool enclosure.
2. **Children under the age of 14 must be accompanied by an adult resident at all times. All guests, regardless of age, must be accompanied in the pool enclosure by an adult resident at all times.**
3. No jeans, cut-offs or standard baby diapers. Diapers must be designed specifically for swimming pools. Proper swimwear only.
4. No nude swimming, regardless of age.
5. No radios, recorded music, or boisterous conduct permitted.
6. No private pool parties.
7. No pets allowed in the pool enclosure.
8. Flotation devices, etc., are not allowed to restrict pool usage by swimmers. Use with consideration for others.
9. No diving is allowed.
10. Observe all pool rules. Residents found to be in violation will be issued first and second warnings, and then expelled for the balance of the year. Continued violation of pool rules will result in loss of privileges.
11. Before leaving pool area, return furniture to original positions and make sure umbrellas are down.
12. If you bring something in, pack it out, including your garbage.

Parking

The CCC's CC&Rs provide that, "Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage or driveway, and no portion of same may project beyond the driveway except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee." If any of the provisions of this section are violated, the Board may employ a tow truck to remove the vehicle after prior written notice to the owner, and the owner of the vehicle shall be responsible for any charges arising therefrom. The Board encourages parking vehicles in garages.

Off-street parking pads are intended for the accommodation and use of our guests for parking on a short-term basis only. Repeated or regular use of guest parking by homeowner's vehicles is considered a violation of the Association's parking rules and can set in motion the Association's Rules Enforcement Fee Policy.

Garage doors should be kept closed to the degree possible. Even under ideal conditions, most garages are not particularly attractive places, and do not present a pleasing picture to your neighbors or the community.

Signs

A City of Wilsonville Ordinance prohibits the posting of signs on French Prairie Road. Signs on residential property are restricted by CCC's CC&Rs which allow one real estate sign (For Sale, For Lease/Rent) per residence; one temporary "Open House" sign during the time a house is open for viewing; and one "name" sign with the names in script lettering which shall be no larger than 7" high and 27" long, and may be placed on the front of the garage below the house number, or on a 2"x2" post, 34" high, placed in the shrub bed area near the entrance to the unit.

Estate Sales

Homeowners who want to hold an estate sale or garage sale must obtain signs and regulations (must be adhered to) from the CCC office.

Noise

Maintaining a pleasant neighborhood is everyone's responsibility. Please be considerate of your neighbors. According to the City of Wilsonville Noise Ordinance 6.204, "No person shall conduct or maintain any condition, activity, operation or vocation which causes noise unreasonably offensive to the public. Sounds originating on construction and demolition are permitted during the hours of 7 AM to 8 PM (PST) Monday-Friday; 7 AM to 9 PM (PDT) Monday-Friday; 9 AM to 6 PM (PST) Saturday; 9 AM to 7 PM (PDT) Saturday." Any persistent or unreasonable noises should be reported to the manager.

Broken Windows

It is only natural living on a golf course to expect to occasionally have a window broken by an errant golf ball. It is the responsibility of the golfer to pay for the damages. Some golfers will leave their name with the homeowner; some will report the breakage to the Pro Shop, and others will leave the scene quickly without reporting their actions.

According to the Association's CC&R's Article VII, the washing, maintenance and replacement of glass surfaces shall be the responsibility of the homeowner. Arranging for the replacement of broken windows is included in this responsibility. It is suggested that the homeowner contact the golfer, the golfer's insurance company, or the homeowner's own insurance agent regarding payment for the replacement.

Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Charbonneau property, except dogs, cats or tame domestic household pets, provided such household pets are not kept, bred, or maintained for a commercial purpose.

All pets are to be confined to private homes and courtyard areas, unless on a leash. Pets are not allowed in the pool enclosure. The Charbonneau Golf Club does not allow pets on the golf course. Pet owners must promptly remove all pet droppings and dispose at their own residence.

Clackamas County Dog Control Ordinance 5.01.050.D – Dog At Large. A dog owner commits the violation of Dog at Large by failing to prevent a dog from going off the dog owner's property unless it is under the immediate control of a person, or, when a dog commits any act defined as a public nuisance while off the dog owner's property.

Clackamas County Dog Control Ordinance 5.01.050.E – Continuous Annoyance. A dog owner commits the violation of Continuous Annoyance by failing to prevent any dog from causing annoyances, alarm, or disturbance for more than 15 minutes at any time of day or night by repeated barking, whining, or like sounds which can be heard beyond the boundary of the dog owner's property.

Winterizing Your Home

Disconnect all garden hoses, and shut off all hose bib valves to allow faucets to drain. If you cannot drain the outside faucets you can use insulated faucet hats that will insulate against freezing. Foundation vent 'plugs' are not recommended to be installed except in cases where temperatures do not rise about 20 degrees Fahrenheit for 3 – 4 consecutive days. Check the wire mesh covering the foundation openings frequently to prevent access by small animals. Use of foundation vent plugs trap moisture in the crawlspace.

Pest Control

Pest control is the homeowner's responsibility.

Garbage & Recycling Collection

All recycling, garbage, or other waste shall be kept in the recycling and/or sanitary containers that are available and required by Republic Services (503-682-0336). Containers are to be set out only on the evening before, or the morning of, collection day, and removed by the end of collection day. Containers shall be kept in the garage or otherwise out of public view except on collection day.

Architectural Change Request Form

Fountain Lakes/Fairway Estates Home Owners Association
P.O. Box 805, Wilsonville, OR 97070

Homeowner (Please Print) _____ Date: _____

Address: _____ Phone: _____

Email Address: _____

I request approval for the following exterior changes to my property:

Homeowner’s Signature: _____

Please attach applicable blueprints or drawings reflecting the proposed changes and identify paint colors and roof material if applicable. The applicant assumes sole responsibility for obtaining necessary building permits and other documents that require professional or technical approval. A “Change Request Form” approved by the Fountain Lakes/Fairway Estates Home Owners Association must be submitted to the city of Wilsonville when applying for a building permit. Acknowledgement by line-in-sight neighbors is required for new construction or modifications visible to the neighbors. See Page 2 of this form. The applicant shall be solely responsible for any injury to any person or any damage to adjoining properties resulting from the project undertaken.

Please return the completed form and applicable attachments

To: Katie Griffiths, Manager (Fairway Estates Only)
29952 S. Sprague Rd. Molalla, OR 97038
Phone: 503 544-6155
Email: katiejoalta@gmail.com

To: David Farrell (Fountain Lakes)
32600 SW Arbor Lake Drive
Phone: 503 806-6898
Email: dafarrell68@gmail.com

Nick Garrow (Fairway Estates)
7700 SW Fairway Drive
Phone: 971 272-2494
Email: NHGarrow@gmail.com

Approved _____ Disapproved _____

FL/FE Architectural Committee Chair

Date

Signatures of line-of-sight neighbors, as may be required:

1. _____
Name Address
2. _____
Name Address
3. _____
Name Address
4. _____
Name Address

**FOUNTAIN LAKES / FAIRWAY ESTATES HOMEOWNER ASSOCIATION
LANDSCAPE / IRRIGATION CHANGE REQUEST FORM**

Homeowner's Name: _____ Telephone: _____

Property Address: _____

Email Address: _____

In accordance with the Association's documents and the Homeowner's Handbook, I/we hereby apply for written approval to make the following exterior change(s) to my/our unit that impact my landscaping and irrigation system.

Describe proposed change(s), including estimated time for completion. (Attach drawings.)

Please provide:

1. All requested data to this request to ensure the Landscape Committee's review.
2. Plans of proposed change(s), including plot plan, prepared in sufficient detail so that a casual reviewer would understand the proposed change(s).
3. Other information you consider relevant to your request.

All requests are evaluated for conformity with existing landscape standards and conditions. All sprinkler changes and modifications shall be made by the association's contractor, at the sole cost and expense of the homeowner. All new trees, shrubs, etc., will be paid for by the homeowner. Homeowner shall be solely responsible for any injury to any persons or damages to adjoining property that may result from the approval herein requested.

Upon this application being approved, I/we fully understand the following: 1. Approval is for what is indicated herein based upon the information and plans presented only. 2. All changes must be completed within the time frame stated herein or as amended, in writing, by the respective parties.

Homeowner signature: _____ Date: _____

Fountain Lake Homeowners

Return to:

David Farrell
Landscape Committee
32600 SW Arbor Lake Drive
dafarrell68@gmail.com 503-806-6898

Fairway Estates Homeowners

Return to:

Katie Griffiths,
Property Manager, Fairway Estates Only
29952 S. Sprague Rd. Molalla, OR 97038
katiejoalta@gmail.com 503-544-6155

Approved: _____ Declined: _____

By: _____ Date: _____

Landscape Committee Chair:

**FOUNTAIN LAKES/FAIRWAY ESTATES HOMEOWNER ASSOCIATION
CHARBONNEAU COUNTRY CLUB
TREE REMOVAL & LANDSCAPE MODIFICATION APPLICATION**

Applicant: _____ Address: _____
Phone: _____

Removal Details:

No. of Trees: _____ Species: _____ Size*: _____

Reason(s) for Removal: _____

Location of Tree(s): _____

I agree that whichever option is chosen, I will pay all costs. Plan for replacement of trees or alternative landscaping that is more suitable:

This tree is within my property lines and I agree to remove the tree and stump at my cost.

Applicant's Signature

_____ Approve _____ Disapprove _____
Landscape Committee Chair Date

_____ Approve _____ Disapprove _____
Charbonneau Country Club Date

***Tree size: State in circumference of inches at a location 4 ½ feet above the ground level at the base. This rule applies to trees that are 18 ¾ inches in circumference at the 4 ½ foot level.**

++
APPROVED PLANT LIST

The following is the Association's approved plant list. These plants have been selected, based on their hardiness, availability, and low maintenance qualities. The Board encourages homeowners to select plants from this list so the plants can be maintained under the base landscape contract. The list is not inclusive; contact the Landscape committee person or Property Manager if you want to plant something you do not see on this list.

Evergreen Shrubs:

Arbutus unedo 'compacta' – Compact Strawberry Tree

Picturesque, contorted form that flowers and fruits nearly continuously. Moderate growth to 5 feet
Full sun or part shade

Aucuba japonica – Goldust Plant

Dark green leaves, spotted with yellow. Moderate growth to 6 feet
Prefers shade

Chamaecyparis obtusa – Hinoki Cypress

Slow growing conifer with "oriental" look
Prune to maintain height around 6 feet

Cotoneaster microphyllus – Rockspray Cotoneaster

Horizontal trail and root to 6 feet; Dark green leaves with red berries
Full sun

Euonymus japonica – Evergreen Euonymous

'Ablo-marginata' – green leaves with white edge
'Aureo-marginata' – green leaves with yellow edge
'Aureo-variegata' – yellow leaves with green edge
Upright growth to 8 feet. Full sun or part shade

Juniperus chinensis 'Torulosa' – Hollywood Juniper

Moderate growth to 15 feet
Rich green color with twisted branches

Nandina domestica – Heavenly Bamboo

New foliage pinkish and bronzy red, turning to light green
Flowers creamy white in 6" – 12" clusters in late spring
Red fruit follows if planted in groups. Moderate growth to 6 feet. Sun or shade

Picea glauca 'conica' – Dwarf Alberta Spruce

Compact, pyramidal tree
Slow grower to 7 feet in 35 years
Soft, gray-green needles. Often used in planters and at entry ways

Taxus baccata 'Repandens' – Spreading Irish Yew

Long, horizontal, spreading conifer will make 2 foot high ground cover

APPROVED PLANT LIST (CONTINUED)

Flowering Shrubs and Trees

Abelia grandiflora – Edward Goucher
Graceful, arching branches with oval leaves
Small but plentiful white flowers in late summer
Rapid grower to 5 feet. Full sun or part shade

Azaleas (Evergreen)
A myriad of varieties and color; pink, rose, red, orange, scarlet, purple, white
Best in filtered sun

Azaleas (Deciduous)
Azalea mollis: upright growth to 4 feet. Heavy bloomer with color range from chrome yellow through poppy red.
Yellow to orange fall foliage. Full sun

Comus kousa – Kousa Dogwood
Large shrub or small tree
Delicate limb structure, dense green leaves with creamy white flowers
Fruits in fall, with yellow and scarlet foliage. Full sun to part shade

Forsythia
Fountain shaped shrub with green foliage
Bare branches covered with yellow flowers, February – April
Rapid growth to 6 feet. Full sun

Hydrangea mycophylla – Big Leaf Hydrangea
Rounded growth habit to 6 feet
Thick leaves to 8 inches long with white, pink, red, or blue flowers in large clusters

Magnolia stellata – Star Magnolia
Slow grower to 10 feet
Small, deciduous shrub/tree with flowers in early spring in various shades of white and pink
Full sun or part shade

Pieris japonica ‘Andromeda’ – Lily-of-the-Valley Shrub
Upright to 6 feet
New foliage pink and red turning to deep green
Drooping clusters of buds form in Autumn. Part shade

Viburnum opulus ‘sterile’ – Common Snowball
Deciduous shrub with dark green leaves
White clusters of flowers resemble snowballs in late spring
Moderate growth to 8 feet. Full sun or part shade

Deciduous Shrubs and Trees

Euonymus alata ‘compacta’ – Dwarf Burning Bush
Slow grower to 6 feet
Deep red fall color

Acer palmatum ‘Dissectum’ – Threadleaf Japanese Maple
Slow growth to 10 feet with “oriental” look
Lacy leaves with a variety of growth habits; contorted, weeping, upright
Leaf colors vary as well from bright green to deep red

RESTRICTED PLANT LIST

ALL PLANTS LISTED BY THE OREGON DEPARTMENT OF AGRICULTURE AS A NOXIOUS WEED ARE RESTRICTED FROM USE.

For a complete list, please refer to www.oregon.gov/ODA/PLANT/WEEDS/

A few examples are:

“Broom” (Genista monspessulana, Cytisus striatus, Cytisus coparius, and Spartium junceum)

“English Ivy” (Hedera helix or hedera hibernica)

“Butterfly Bush” (Buddleja davidii)

These plants are categorized as noxious weeds because of their invasive growth habit and potential damage to other plants and property. Other plants being restricted by FL/FE that have similar habits are:

“Virginia Creeper”

“Blue or White Star Creeper”

“Boston Ivy”

“Yarrow” (Achillea)

“Oxalis”

Plants requiring additional attention that is not provided by the association's maintenance program:

“Fruit-bearing Trees” (i.e. Apple, Pears, Cherries, Peaches, Plums, etc)

“Pin Oaks”

‘USE WITH CAUTION’ PLANTS

Homeowners are advised that certain plants may be susceptible to insects and diseases. These conditions are not treated by the association under the current maintenance program. Care should be used in selection and use. Homeowners may need to provide treatments if planted:

“Photinia” (Leaf Spot)

“Skimmia” (Spider Mite and powdery mildew)

“Japanese Holly” (Spider mites)

“Hosta” (Slugs)

“Roses” (Aphid, blackspot, and powdery mildew)

**BYLAWS
OF
FOUNTAINLAKES HOMEOWNERS ASSOCIATION, INC.**
A Non-Profit Oregon Corporation

**ARTICLE I
PLAN OF OWNERSHIP**

1. Name and Location. These are the Bylaws of Fountainlakes Homeowners Association, Inc., a non-profit Oregon corporation (“Association”). Fountainlakes is a development (“Development”) located in Clackamas County, Oregon.
2. Definitions. The definitions contained in or adopted by the Declaration of Protective Covenants, Conditions and Restrictions, affecting Fountainlakes, recorded in the Records of Clackamas County, Oregon (“Declaration”) shall be applicable to these Bylaws.
3. Purposes. This Association is formed to serve as the means through which the members may take action with regard to the administration, management and operation of the Association and the Development.
4. Applicability of Bylaws. The Association, all members and all persons using the Properties shall be subject to these Bylaws and to all rules and regulations which may be promulgated hereunder.
5. Membership. Every person or entity who is an Owner of a Lot (including Lots created or annexed under Section 2.2 of the Declaration) shall be a proprietary member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

Each lessee, renter or other person who occupies an Improved Lot no eligible for proprietary membership, but who shall satisfy the conditions of the Bylaws and of the Declaration, shall be an associate member, which status shall continue in effect during such period as the associate member shall be an authorized nonproprietary occupant of an Improved Lot. Associate membership shall carry all of the rights and privileges and shall be subject to all the obligations and responsibilities of proprietary membership, except the right to vote. Associate membership alone shall not be deemed to constitute ownership of a Lot for purposes of liability for assessments. At any time an associate member shall cease to occupy an Improved Lot or shall become a proprietary member, his rights and privileges as an associate member shall thereupon terminate.

6. Voting Rights. The Association shall have one class of voting membership:

Class A. Class A members shall be all of those proprietary members as defined in this Article. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person or entity holds such interest in any Lot, each such person or entity shall be a member. The vote with respect to such Lot shall be exercised as they among themselves determine and shall have certified unanimously and in writing to the secretary of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE II
MEETINGS OF ASSOCIATION

1. Principal Office: Place of Meetings. The principal office of the Association shall be at such location as designated by the Board of Directors from time to time. The Association shall hold meetings at such suitable place convenient to the members as may be designated by the Board of Directors from time to time.

2. Information Meetings. President or Secretary may call meetings of the members formally or informally, for such purposes as they deem necessary or appropriate.

3. Annual Meeting. The annual meeting will be held on the second Wednesday during the month of February. The date of the successive annual meetings may be changed from time to time, but must be held annually. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

4. Special Meetings. Special meetings of the Association may be called by the chairperson or secretary or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from at least thirty percent (30%) of the proprietary members stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

5. Ballot Meetings. Any meeting of the Association (other than the Turnover Meeting or special meetings called by petition of Owners) may be by ballot, as the Board may elect, rather than a formal gathering. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum and pass the proposal specifically propounded on the ballot. The vote of ballot meetings shall be determined by the Board within forty-eight (48) hours of the deadline of return of ballots. Each proprietary member shall be notified by mail or other delivery of written notice of the results of the ballot meeting or that a quorum of ballots was not returned, within ten (10) days after the ballots have been counted.

6. Notice of Meetings. It shall be the duty of the chairperson or secretary to mail notice of each meeting of the members of the Association stating the purpose thereof and the time and place where it is to be held, to each Owner and to any first mortgagee requesting such notice, at least seven (7) days but not more than fifty (50) days prior to such meeting or prior to the date when ballots for a ballot meeting are required to be returned. The mailing shall be to the Owners' address last given to the secretary in writing by the Owner. If ownership of a Lot is split, notice shall be sent to a single address of which the secretary has been notified in writing by such parties. If no address has been given the secretary in writing, then mailing to the address of the Lot shall be sufficient. The mailing or actual delivery of a notice in the manner provided in this section shall be considered notice served. Notice of meeting may be waived by any owner before or after the meeting.

7. Proxies. A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents such Owner at meetings of the Association shall be in writing and signed by such Owner, and shall be filed with the secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the Lot by its Owner. An Owner may pledge or assign his voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled hereunder and to exercise the Owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

8. Fiduciaries. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held by him in such capacity, whether or not the same shall have been transferred to his name; provided, that he shall satisfy the secretary that he is the executor, administrator, guardian or trustee, holding such Lot in such capacity.

9. Quorum of Members. Except as specifically provided to the contrary in the Articles of Incorporation or the Declaration, the presence of members, in person or by proxy, entitled to cast fifty percent (50%) or more of the votes of each class of membership shall constitute a quorum. The subsequent joinder of a member in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a member. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

10. Majority Vote. The vote of more than fifty percent (50%) of the members, present in person or by proxy, at a meeting at which a quorum is constituted shall be binding upon all members for all purposes except where a higher percentage vote is required by law, by the Articles of Incorporation, by the Declaration or by these Bylaws.

11. Order of Business. The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committee, if any;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

12. Conduct of Meetings. Except as otherwise provided herein, meetings shall be conducted in accordance with Roberts Rules of Order.

ARTICLE III BOARD OF DIRECTORS

1. There will be seven members of the board composed as follows:

- (a) board members-at-large elected at annual meeting on staggered 3 year terms.
- (b) 1 chairperson elect for 3 year term
1 chairperson (successor year of chairperson elect)
1 immediate past chairperson

There will be a total of 7 board members.

All members are limited to two (2) complete, consecutive terms of office (6 years).

Directors shall serve during their respective terms and until their respective successors have been elected and qualified. Any vacancy on the Board held by a director elected by the membership shall be filled by appointment by the remaining directors until the next annual meeting. During the existence of any vacancy, the remaining directors shall possess and may exercise all powers vested in the Board.

2. Qualification of Directors. All directors elected by the membership must be the Owner of a Lot. For purposes of this section, the officers of any corporation and the partners of any partnership shall be considered co-owners of any Lot owned by such corporation or partnership.

3. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members present in person or by proxy, and a successor shall be elected at that meeting to fill the vacancy thus created. The notice of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

4. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the members. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to the following:

(a) adopt and publish rules and regulations, including fees, if any, governing the use of Common Property and facilities, and the personal conduct of the members and their guests thereon;

(b) suspend the right to use the Common Property with respect to any member during any period in which any assessment against said member's Lot remains unpaid, and for a period not to exceed thirty (30) days for each infraction of the Declaration or rules and regulations promulgated and adopted by the Board;

(c) cause to be kept a complete record of all its corporate affairs, make such records available for inspection by any Owner or mortgagee and present an annual statement, all as more fully described in Article VI of these *By-Laws*;

(d) contract for and supervise all agents and employees of the Association and see that their duties are properly performed;

(e) issue, upon demand by any Owner, a written statement setting forth whether or not any assessment has been paid and giving evidence thereof, for which a reasonable charge may be made;

(f) designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

(g) fix assessments and send notice thereof as provided in the Declaration;

(h) maintain a Reserve Account as provided in the Declaration;

- (i) file a lien against any Lot for which assessments are not paid within thirty (30) days after the due date and foreclose said lien or cause action at law to be brought against the owner personally obligated to pay the same;
- (j) cause the Common Property to be maintained and pay all taxes, as applicable, and cause portions of Lots to be maintained, as provided in the Declaration;
- (k) procure, review, and maintain in effect such casualty, flood, liability and hazard insurance, property damage insurance with extended coverage endorsements, and a fidelity bond meeting the insurance and fidelity bond requirements as required by these Bylaws;
- (l) grant easements, leases, licenses and concessions through or over the common Property; enter into mortgage agreements, give security and obtain capital debt financing subject to the provisions of the Declaration; acquire, hold and convey in the name of the Association any right, title or interest in real or personal property subject to the provisions of the Declaration;
- (m) impose charges for late payment of assessments and, after giving notice an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, or rules and regulations of the Association;
- (n) appoint the Architectural Control Committee and such other committees as the Board deems appropriate to carry out its purpose;
- (o) institute, defend or intervene in litigation or administrative proceedings on behalf of the Association on matters affecting the Development;
- (p) carry out the responsibilities and exercise the rights of the Board or the Association as described in the Declaration;
- (q) exercise any other powers necessary and proper for the administration and operation of the Association.

5. Managing Agent or Manager. On behalf of the Association, the Board of Directors may employ or contract for a managing agent or a manager at a compensation to be established by the Board of Directors. The Board of Directors may delegate to the managing agent or manager such duties and powers as the Board of Directors may authorize. In the absence of such appointment, the Board of Directors shall act as manager.

6. Organizational Meeting. Within fourteen (14) days following the annual meeting of the Association or following any meeting at which an election of directors has been held, the Board of Directors shall hold an organizational meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held.

7. Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Special meetings of the Board of Directors may be called by the chairperson and must be called by the secretary at the written request of at least two directors. Notice of any special meeting other than an emergency meeting, for which notice need not be given, shall be given to director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting.

8. Conference Call Meetings. In emergency situations, meetings of the Board may be conducted by telephonic communication. Such telephone meetings may be carried on by means of a “conference call” in which each director may speak with any of the other directors. The director shall keep telephone numbers on file with the chairperson to be used for telephone meetings.

9. Waiver of Notice. Any director may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall constitute a waiver by him of notice of the time and place thereof, except where a director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors less than a quorum should be present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

11. Opening Meetings. All Meetings of the Board shall be open to members of the Association. However, members may not participate in the Board meetings without the permission of the Board. For other than emergency meetings, notice of the time and place of the meetings open to members shall be posted at a place or places on the Property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonable calculated to inform the members of such meetings.

12. Compensation. No director shall receive any compensation from the Association for acting as such.

13. Liability and Indemnification of Directors, Officers, Manager or Managing Agent. The directors and officers shall not be liable to the Association or the members for any mistake of judgment, negligence, or otherwise except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each director and officer and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the Board of Directors, officers, manager or managing agent on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. Each director and officer and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys’ fees, reasonable incurred or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been a director, officer, manager or managing agent and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, officer, manager or managing agent is adjudged guilty of willful nonfeasance, willful misfeasance or willful malfeasance in the performance of his duties.

14. Fidelity Bonds. The Board of Directors shall require that any person or entity (except Declarant), including, but not limited to, employees of any professional manager, who handles or is responsible for Association funds shall furnish such fidelity bond as the Board deems adequate. The premiums on such bonds shall be paid by the Association.

15. Insurance. The Association shall at all times cause to be in force:

(a) Broad form fire and extended insurance coverage and such additional coverage as the Board deems appropriate, for all insurable improvements in the Common Property to the full replacement value thereof if the insurance is available at reasonable cost; and

(b) Liability insurance with limits of not less than @200,000.00 for one person, \$1,000,000 per occurrence and \$50,000.00 for property, with the Association and its members named as joint insureds.

Premiums for insurance obtained under these subsections 15 (a) and 15 (b) and any other insurance obtained by the Board on behalf of the Association shall be a common expense of the Association. The policy described in 15 (a) may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

The insurance described in these subsections 15 (a) and 15 (b) shall, if reasonable possible, provide: for a waiver of subrogation by the insurer as to any claims against the Board of Directors and any member or any guest of member; for a waiver by the insurer of its right to repair and reconstruct instead of paying cash; that no policy may be canceled, invalidated or suspended because of any action of a member; that no policy may be canceled, invalidated or suspended because of the conduct of any director, officer or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction; and that any "other insurance" clause in any policy shall exclude from its coverage all members' policies.

(c) Each member shall keep liability insurance in appropriate amounts and shall keep the building on his Lot insured against loss or damage by fire and such other hazards as are customary for the full value thereof. There is not any insurance a member is prohibited by these Bylaws from obtaining. The insurance coverage afforded by the Board of Directors may not be brought into contribution with insurance bought by members or their mortgagees.

16. Conduct of Meetings. Except as otherwise provided herein meetings shall be conducted in accordance with Roberts Rules of Order.

ARTICLE IV OFFICERS

1. Executive Officers. The officers of the Association shall consist of a chairperson, one or more vice presidents as the Board of Directors may from time to time determine and with such designations as the Board of Directors may assign, a secretary, and a treasurer as the Board of Directors may designate. Any two (2) or more offices may be held by one person except the offices of chairperson and secretary. The immediate past Chairperson will serve in an advisory position if their term has expired.

2. Election of Officers. The officers of the Association shall be elected by the Board of Directors. All officers except the secretary shall be members of the Board of Directors, and the secretary may be a director. In the event of the failure to hold any organizational meeting as herein provided, officers may be elected at any time thereafter at a special meeting of the Board of

Directors called for the purpose. Each officer shall hold office for the term of one year and until his successor shall be elected and qualified.

3. Vacancies. A vacancy in any office shall be filled by the Board of Director at any regular meeting or a special meeting called for that purpose.

4. Employees and Agents. The Board of Directors shall be empowered to employ such employees and agents and to execute such contracts as it may deem necessary to properly carry out its objects and purposes as state in the Articles of Incorporation, in these Bylaws and in the Declaration.

5. Chairperson. The chairperson shall be the chief executive officer and have general and active charge of the management of the Association, subject to control by the Board of Directors. When present, he shall preside at all meetings of the Board of Directors and the Association. The chairperson shall have power to appoint and discharge agents and employees, subject to the approval of the Board of Directors.

6. Vice President. The vice president shall in the absence or disability of the chairperson exercise the powers and perform the duties of the chairperson. The vice president shall also exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

7. Secretary. The secretary shall give such notice of meetings to the Board of Directors and members as required by these Bylaws and shall keep a record of the proceedings of all such meetings. The secretary shall have custody of all books and records and papers of the Association except those which are in the care of the treasurer or some other person designated to have custody and possession thereof by resolution of the Board of Directors. The secretary is authorized to sign with the chairperson or vice president in the name of the Association all official documents, papers, deeds and contracts including those in any way affecting the property or interest of the Association. The secretary shall submit such reports to the Board as may be requested by it from time to time. An assistant secretary may, if authorized by the Board of Directors, perform the duties of the secretary in event of the absence or inability of the secretary.

8. Treasurer. The treasurer shall account for all of the monies of the Association received and disbursed, and shall deposit all the monies in the name of and to the credit of the Association in such banks and depositories as the Board of Directors shall designate, subject to withdrawal in the manner determined by the Board of Directors, and subject to the Board of Directors, shall safely keep all valuables of the Association. The treasurer shall from time to time make such reports to the officers and Board of Directors as may be required, and shall perform such other duties as the Board of Directors from time to time shall delegate to him. An assistant treasurer may, if authorized by the Board of Directors, perform the duties of the treasurer by the Board of Directors, perform the duties of the treasurer in event of the absence or liability of the treasurer.

9. Removal of Officers. Upon the affirmative vote of a majority of the entire Board, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

10. Execution of Instruments. All agreements, contracts, deeds, leases and other instruments of the Association except checks, shall be executed by such person or persons as may be designated by general or special resolution of the Board of Directors and, in the absence of any

general or special resolution applicable to any such instrument, then such instrument shall be signed by the chairperson. All checks to be signed by any two officers that are directors.

11. Compensation of Officers. No officer who is a member of the Board of Directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the members, and shall not in any case receive compensation for acting as a director. The Board of Directors may fix any compensation to be paid to any officers who are not also directors.

ARTICLE V ASSESSMENTS AND COMMON EXPENSES

1. Assessments. The Board of Directors shall levy and collect assessments as provided in the Declaration.

2. Common Expenses. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and protection of the members, for the improvement and maintenance of the Common Property and other property to be maintained by the Association as provided by the Association as designated by the Board of Directors, and to pay the common expenses of the Association. Common expenses shall include, but shall not be limited to the following:

- (a) expenses of administration;
- (b) expenses of maintenance of the Common Property and other property as provided in the Declaration;
- (c) cost of insurance or bonds;
- (d) cost of funding the Reserve Account as provided in the Declaration;
- (e) any deficit in common expenses for any prior fiscal year of the Association;
- (f) any other items properly chargeable as an expense of the Association;
- (g) any other items agreed upon as common expenses by the Owners.

ARTICLE VI RECORDS AND AUDITS

1. General Records. The Board of Directors and the managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and the managing agent or manager, minutes of the meetings of the Board of Directors and minutes of the meetings of the Association. The Board of Directors shall maintain a list of members entitled to vote at meetings of the Association and a list of all mortgagees of Lots.

2. Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the Common Property and the Association, itemizing the maintenance and repair expenses of the Common Property and maintenance expenses of Lots and any other expenses incurred. Such

records and the vouchers authorizing the payments shall be available for examination by the Owners and their mortgagees at convenient hours of weekdays.

3. Assessment Roll. An assessment roll for assessments to Owners shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such account shall designate the name and address of the Owner, or Owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due on the assessments.

4. Payment of Vouchers. The treasurer shall pay all vouchers up to \$1,000.00 signed by the chairperson, managing agent, manager or other person authorized by the Board of Directors. Any voucher in excess of \$1,000.00 shall require the approval of the chairperson.

5. Reports and Audits. An annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all Owners and to all mortgagees or Lots who have requested the same within 90 days after the end of each fiscal year. From time to time the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the Owners and such mortgagees. At any time any Owner or mortgagee may, at his own expense, cause an audit or inspection to be made of the books and records of the Association.

6. Notice of Sale, Mortgage, Rental or Lease. Immediately upon the sale, mortgage, rental or lease of any Lot the Owner shall promptly inform the secretary or manager of the name and address of said vendee, mortgagee, lessee, or tenant.

ARTICLE VII AMENDMENTS TO BYLAWS

1. How Proposed. Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by thirty percent (30%) of the Owners. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

2. Adoption. A resolution adopting a proposed amendment must be approved by fifty percent (50%) of the Owners.

Notwithstanding any other provision in these Bylaws, the Board may propose to amend the Bylaws in order to comply with the requirements of the Federal Housing Administration, the Veterans' Administration, the Farmer's Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon which insures, guarantees, or provides financing for a planned unit development. However, if the need to amend the Bylaws occurs, the amendment must be approved by the Owners as otherwise provided in this section.

3. Execution and Recording. An amendment shall be certified by the chairperson and secretary of the Association and recorded in the records of Clackamas County.

ARTICLE VIII MISCELLANEOUS

1. Notices. All notices to the Association or to the Board of Directors shall be sent care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any member shall be sent to such address as may have been designated by him from time to time, in writing, to the Board of Directors, or if no address has been designated, then to the member's Lot.

2. Waiver. No restriction, condition, obligation, or provision contained in these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

3. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. Defined terms used herein and in the Declaration shall have the meaning given therein whether or not they or any of them are spelled in the lower or upper case. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

4. Action Without a Meeting. Any action which the law, the Declaration or the Bylaws require or permit the members or directors to take at a meeting may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the members or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the members or directors, shall be filed in the records of minutes of the Association.

5. Conflicts. These Bylaws are intended to comply with Oregon law, and the Declaration. In case of any irreconcilable conflict, such law and document shall control over these Bylaws or any rules and regulations adopted hereunder.

Dated this _____ day of _____, _____.

FOUNTAINLAKES HOMEOWNERS ASSN, Inc.

By _____
Title _____

STATE OF OREGON)

ss.

County of Clackamas)

This instrument was acknowledged before me on _____ of _____, _____ by _____ the _____ of Fountainlakes Homeowners Association, Inc.

(seal)

NOTARY PUBLIC FOR STATE OF OREGON
My commission expires: _____

After recording, return to:

(NOTE 1 - in order to make the seals, stamps and return address it, some of this ending text will have to be put on a separate page.)

(NOTE 2 – there are 4 pages of public documents which are copies and included in the Bylaws at the end Not addressed here.)

FOUNTAINLAKES HOMEOWNERS ASSOCIATION
Resolution of the Board of Directors

ENFORCEMENT RESOLUTION

RECITALS

- A. The Association is the Fountainlakes Homeowners Association, Inc. (“Association”), an Oregon nonprofit corporation.
- B. The Association is governed by the *Declaration of Protective Covenants, Conditions and Restrictions Affecting Fountainlakes at Charbonneau*, recorded as document number 89-32821 in the deed records of Clackamas County, Oregon; the *Bylaws of Fountainlakes Homeowners Association, Inc.* (“Bylaws”) recorded as document number 89-32822 in the deed records of Clackamas County, Oregon; and the *Articles of Incorporation of Fountainlakes Homeowners Association, Inc.* (collectively the “Governing Documents”).
- C. Article III, Section 3.1 of the Declaration and Article III, Section 4 of the Bylaws vest the Board of Directors with all of the powers and duties necessary for the administration of the affairs of the Association.
- D. Article III, Section 4(a) of the Bylaws empower the Board of Directors to adopt Rules and Regulations.
- E. Article III, Section 4 (m) provides that the Board of Directors may levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association after notice and an opportunity to be heard, if the fine is based on a *schedule of Fines* adopted by a resolution of the Board.
- F. ORS 94.709 as well as Article V, Sections 5.1 and 5.9 provide that fees, late charges, fines and interest imposed, pursuant to ORS 94.630(1)(n), are enforceable as assessments.
- G. From time to time the Board of Directors receives complaints from owners regarding alleged nuisances; improper, offensive or unlawful activities or use of the premises; or other alleged violations of the Governing Documents, Rules or Regulations.
- H. For the benefit and protection of the Association and of the individual owners, the Board of Directors deems it necessary and desirable to establish a formal procedure for the handling of complaints and the enforcement of the Declaration, Bylaws and Rules and Regulations to ensure that owners receive notice and an opportunity to be heard in cases involving alleged violations of the Declaration, Bylaws or Rules and Regulations.
- I. The Board deems it necessary and desirable to adopt a *Schedule of Fines* to be used by the Board in imposing sanctions for violations of the Declaration, Bylaws or Rules and Regulations of the Association.

RESOLUTION

NOW, THEREFORE, IT IS RESOLVED that

- I. All prior Enforcement Resolutions or Financial Penalties Resolutions, if any, are rescinded and are no longer of any force.
- II. The procedure set forth below shall now be the process for handling complaints and enforcement of violations of the Declaration, Bylaws and Rules and Regulations.

ARTICLE 1 OVERVIEW OF PROCESS

- 1.1 **Complaint.** An owner may file a written complaint with the Board of Directors regarding a violation of the Declaration, Bylaws or Rule and Regulations by another owner, tenant or guest. The Board of Directors may also initiate a complaint (Article 2).
- 1.2 **Investigation.** The Board of Directors has the discretion to investigate the complaint and decide if it is valid (Article 3).
- 1.3 **Violation and Notice.** If the Board of Directors finds there is a violation, the Board must send notice to the Alleged Offending Owner. The notice must contain certain provisions. The Alleged offending owner must be given the opportunity for a hearing (Article 4).
- 1.4 **Hearing.** If requested, the Alleged Offending Owner may present testimony or evidence regarding the violation at the next board meeting (Article 5).
- 1.5 **Fines.** The Board may impose fines pursuant to the *Schedule of Fines* if the violation is not remedied or ceased within the time specified in the notice, provided the owner has the opportunity for a hearing (Articles 3, 6 and 7).

ARTICLE 2 ORIGINATION / INITIATION OF COMPLAINT

- 2.1 **Board of Directors.** A complaint may be initiated by the Board of Directors based on information from a management agent, owner or other information the Board deems reliable.
- 2.2 **Owners.** An owner ("Complaining Owner") who desires the Board of Directors to take corrective action against another owner or tenant ("Alleged Offending Owner") must submit a complaint to the Board of Directors. The complaint must be in writing and must include:
 - (a) The name, if known, and address of the Alleged Offending Owner;
 - (b) A description of the offending behavior or activity, including the date(s) and approximate time(s); and

(c) Whether or not the Complaining Owner attempted contact with the Alleged Offending Owner regarding the alleged violation.

ARTICLE 3 **INVESTIGATION OF COMPLAINT**

3.1 **Investigation.** Upon receipt of a written complaint, the Board, or a person authorized by the Board, has the discretion to conduct an investigation to confirm the nature and existence of the allegations contained in the complaint.

3.2 **Determination of Violation.** If, after review of a complaint, the Board of Directors determines that there is a violation of the Governing Documents, Bylaws or Rules and Regulations, and the Board determines that it is in the best interest of the Association and owners to address the violation with the Alleged Offending Owner, the Board shall proceed to give notice to the Alleged Offending owner as described below.

ARTICLE 4 **NOTICE PROCEDURE**

4.1 **Notice of Violation.** The Board shall give the Alleged Offending Owner written notice of the violation either by hand-delivery or mail.

- (a) **Notice of Violation and Right to a Hearing.** The notice required under this section must:
- (1) Describe the violation;
 - (2) Contain a statement that the Alleged Offending Owner has the opportunity to request a hearing at the next scheduled Board Meeting, and the manner by which to request a hearing; and
 - (3) Contain a statement advising the Alleged Offending Owner that if no hearing is requested, and if the alleged violation is not remedied or ceased by a specified compliance deadline, fines will be assessed, beginning on the day following the specified compliance deadline, pursuant to the *Schedule of Fines* adopted by the Board of Directors as “Exhibit A” to this resolution.
- (b) **Optional Notice Provisions.** The notice may also provide or specify any or all the following:
- (1) Specific action the Board is requiring to remedy the violation;
 - (2) The particular language or section from the Declaration, Bylaws or Rules and Regulations which have been violated; and

(3) Any other information as directed by the Board of Directors.

- (c) Delivery of Notice. The notice may be hand-delivered to the home. In the event no individual is at the home to receive the hand-delivery, the notice shall be affixed to the door of the home/
- (d) Mailing of Notice. The notice may be mailed to the addresses on record with the Association. In the case of non-owner residents, mailed to both the address on record with the Association for the owner and to the lot address.

(1) The mailing shall be by:

- (1) Certified mail, return receipt requested; or
- (2) First-class mail with delivery confirmation.

4.2 **Repeat Violations.** Owners who repeat any violation within a 12 month period of receiving a Notice of Violation are not entitled to an additional notice or hearing, regardless of whether or not the owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined in the attached fine schedule.

4.3 **Informal Action.** Nothing in this article precludes the President, a designated Board member or other person authorized by the Board from first attempting to resolve the matter either by an informal meeting, telephone call or a warning letter to the Alleged Offending Owner.

ARTICLE 5 **HEARING PROCEDURE**

5.1 **Hearing Procedure.** In the event an owner requests a hearing, the Board shall utilize the following procedure for violation hearings:

- (a) Appearances at the Hearing. If the Alleged offending Owner fails to appear within *fifteen minutes (15)* of the time set for the hearing, the Board may, at its sole discretion;
- (1) Conduct the hearing without the presence of the Alleged Offending Owner;
- (2) Allow the Alleged Offending Owner additional time that day to appear;
- (3) Reset the hearing to another date and time; or
- (4) Dismiss the complaint.

- (b) Dismissal. In the case of dismissal, the Board shall notify the Alleged Offending Owner, in writing, that the Complaint has been dismissed.
- (c) Conduct of Hearing.
 - (1) Testimony from Parties. If the Complaining Owner chooses to appear and the Alleged Offending Owner appears, the Board shall proceed to hear from the Complaining owner and then from the Alleged Offending Owner.
 - (2) Evidence and Witnesses. The Complaining Owner and the Alleged Offending Owner may present evidence and witnesses at the hearing. The Board may limit testimony and evidence as it determines is reasonable and necessary. An owner's testimony shall not exceed 15 minutes.
- (d) Board Determination. Following the testimony and any evidence presented by the parties, the Board has the discretion to re-evaluate its prior determination of violation under Section 3.1 and 3.2 above. The Board also has the discretion to re-evaluate the fine, any required or appropriate resolution for the violation, and any other matter which may result in the resolution of the violation.
 - (1) The discussions must be in open session as directed by ORS 94.460.
 - (2) The Board shall either give its decision at the conclusion of the hearing, or take the matter under advisement and give the decision at a later Board meeting.

ARTICLE 6

OTHER LEGAL ACTION

6.1 **Board Actions.** In addition to levying fines, action by the Board may include, but need not be limited to;

- (a) Seeking injunctive or declaratory relief action against any Alleged Offending Owner and tenants, guest, or other occupants of the Alleged Offending Owner; and/or
- (b) Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Governing Documents, Bylaws, Rules and Regulations or applicable state or federal law.

6.2 **Additional Corrective Action by Board.**

- (a) Right of Board to Take Additional Corrective Action. If the Alleged Offending Owner fails to correct the matter, which is the ultimate cause of the violation, the Board may take additional corrective action without prior notice to the Offending Owner or opportunity for a hearing.

- (b) Notice of Additional Action. The Board shall give an Alleged Offending Owner written notice of any additional action taken under Subsection (a) of this section.

ARTICLE 7

MISCELLANEOUS

7.1 **Renters and other Non-Owner Occupied Lots and Guests**. The owner of any home shall be responsible for the violations of any renter, tenant, guest or family member who violates any portion of the Declaration, Bylaws, or Rules and Regulations.

7.2 **No Fines Pending Resolution of a Hearing**.

- (a) Pending resolution of a requested hearing, no fines may be charged against the account of an Alleged Offending Owner.
- (b) “Affirmative” Violations: Notwithstanding Section (a) above, certain violations will be treated as separate occurrences for each distinct time the violation occurs, including during the time pending resolution of a hearing. These certain violations shall be so considered because of the “affirmative” steps required to recreate or further the initial violation. These “affirmative” violations include but are not limited to the following examples:
- (1) Poorly maintained landscaping; and
 - (2) Installation of roofing material other than those roofing materials approved by the board.

Each time “affirmative” violations occur, the violation will be treated as a separate, distinct occurrence, regardless of whether or not the hearing has occurred. Upon resolution of the hearing, the Alleged Offending Owner may be fined the amount on the *Schedule of Fines* for each occurrence.

- (c) “Continuing” Violations: Those violations which are more “continuing” by nature shall not accrue separate occurrences pending the resolution of a hearing. These continuing violations include but are not limited to the following examples:
- (1) Failure to remove landscaping that encroaches on a neighboring home or on the common areas; and
 - (2) Failure to fix landscaping problems, or structural problems in fencing, home and sidewalks; and

Once the hearing has been resolved, these “continuing” violations may be subject to fines which renew periodically if the violation is not remedied or ceased.

7.3 **Mediation.** ORS 94.630(4)(a) provides for dispute resolution prior to any litigation being initiated between a Homeowners Association and any member of the Association. For purposes of this Enforcement Resolution, the dispute resolution requirements of the Condominium Act and the Bylaws do not apply to the actions of the Association in its enforcement responsibilities, as long as no litigation has been filed.

BE IT FURTHER RESOLVED that:

III. The *Schedule of Fines* attached as **Exhibit A** is adopted by the Board of Directors to determine the fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association.

VI. A copy of this Resolution and amendments, will be sent to each owner at the address shown in the records of the Association.

Date: _____

ATTEST:

Chairman, Board of Directors,
Fountainlakes Homeowners Association

Secretary, Board of Directors
Fountainlakes Homeowners Association

SCHEDULE OF FINES

All fines are per event/occurrence. In the event a violation is continuing in nature, the fine will renew either daily, weekly or monthly until the violation is remedied or resolved.

General Use and Maintenance	Fines in \$	Renews
1.Failure to maintain landscaping on lot	50	Weekly
2.Failure to timely remove seasonal holiday lighting and decorations.	100	Weekly
3.Failure to remove garbage cans from curb within 24 hours following the scheduled pick up.	5	Daily
4.Hanging garments, rugs, laundry, sheets, reflective surfaces and other similar items from windows, decks, patios, courts, porches, terraces or outside walls.	50	Weekly
5.Display or use of signs in violation of governing documents.	50	Weekly
6.Failure to obtain prior Architectural Control Committee approval for construction, alteration, modification or addition to any residence, building, garage or other structure or improvement including landscaping.	250	Monthly
7.Damage to common property (plus cost of repair).	250	N/A
 Noise and Nuisance		
8.Excessive noise past 10pm.	50	Daily
9.Non-noise violations, including intimidation or threats.	50	Daily
10.Use of lot for non-residential purposes (IE operating a business on your lot).	50	Daily
11.Other offensive or unlawful activities.	50	Daily

Parking

12. Parking of vehicles other than in designated areas. (In addition to fine, the police will be contacted.)	25	Daily
13. Parking of a vehicle in a state of disrepair, or without current license plates or registration.	25	Daily
14. All other parking violations.	25	Daily

Pets

15. Animals unattended; animals off leash or tether.	50	N/A
16. Failure to pick up animal waste.	25	N/A
17. Other violations of pet covenants and rules.	50	Weekly

Trash

18. Using lot or common property as a dumping ground.	200	N/A
19. Garbage, trash or other waste not in proper container or otherwise stored improperly.	100	N/A

Other

20. Other violations of the Governing Documents, Bylaws or Rules and Regulations of the Association not set forth above.	50	N/A
21. Failure to inform the Board of water, fire, heat or any other damage to common property within 12 hours of occurrence.	500	N/A