

Jasper Heights Condominium Association
14972 NE Rose Parkway
Portland, OR 97230



August 6, 2025

**NOTICE
CHANGE IN ASSOCIATION
INSURANCE COVERAGE**

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

At the July 16th HOA Board of Directors meeting the Board approved raising the Association Insurance Individual Property Deductible from \$10,000.00 to \$25,000. We have since found out the deductible should be a minimum of \$50,000. This meets the additional requirement for the water/sewer deductible.

In addition, the condo units with certain electrical components will need the deductible of \$100,000. These are referring to the original federal pacific electrical panels. We are in the process of working with homeowners to get estimates for replacing these 30 panels. This stays into effect until the panel is replaced and documented by the HOA for the issuer.

Why did the Board make this change? To meet the requirements of the master policy insurance. The process of getting our buildings insured has been arduous for the board members working on this and are fortunate to have found coverage without going way over our budget this year.

The enclosed resolution provides insurance information to the Jasper Heights HOA and to each homeowner about insurance deductibles and payment responsibility in the event there is damage to units or common elements that is covered by the Association's insurance.

Please feel free to contact the HOA insurance agent with any questions you may have.

Sincerely,

Marlene Rooney, Chairperson
For the Board of Directors



JASPER HEIGHTS CONDOMINIUM ASSOCIATION
Resolution of the Board of Directors

INSURANCE DEDUCTIBLE

RECITALS

- A. "Association" is the Jasper Heights Condominium Association, an Oregon nonprofit corporation. The Association is governed by the following:
1. *Declaration Establishing a Plan for Condominium Ownership*, recorded on July 8, 2015 in Book 1191, Page 1350 of the records of Multnomah County ("Declaration") and as amended and supplemented from time to time.
 2. *Amended and Restated Bylaws of Jasper Heights Condominium Association*, recorded on August 3, 2011 as document number 2011-086169 ("Bylaws") and as amended from time to time.
 3. *Oregon Condominium Act, Oregon Revised Statutes, Chapter 100.*
- B. ORS 100.405(1)(a) provides that a condominium association serves as a means through which the unit owners may take action with regard to the administration, management, and operation of the Condominium.
- C. ORS 100.435(6) allows the Association to adopt a resolution to assign responsibility for payment of the Association's insurance deductible, to require unit owners to obtain insurance coverage on their units, and to prescribe procedures for processing insurance claims.
- D. Sections 4.1, 4.2, and 4.3.5 of the Bylaws provide that the Board of Directors shall have all of the power to obtain insurance or bonds pursuant to the provisions of the Bylaws.
- E. Section 4.3.8 of the Bylaws and ORS 100.405(4)(a) provide that the Association has the authority to promulgate rules and regulations necessary for the administration of the affairs of the Association.
- F. Article 8 of the Bylaws prescribes the types of insurance the Association must obtain and maintain at all times and pay for out of the common expenses funds, for the benefit of the Association and unit owners.
- G. Section 8.6 provides that the Association shall assess affected Owners the amount of the Association's deductible under its insurance policies. Section 8.7 provides that the responsibility for payment of the insurance deductible shall be set forth in a resolution adopted by the Board which complies with ORS 100.435(6).

- H. Except as stated above, the Declaration and Bylaws are silent regarding responsibility for the payment of the Association's insurance policy deductible.
- I. It is the intent of the Board of Directors to (a) ensure that the Association has adequate coverage for property and liability insurance, (b) ensure the continuing insurability of the Association at a reasonable price, and (c) prescribe a procedure for reporting and processing insurance claims.

NOW THEREFORE BE IT RESOLVED THAT, pursuant to ORS 100.435 and in consideration of the recitals above, the conditions, requirements, and procedures set forth below be adopted:

ARTICLE I INSURANCE DEDUCTIBLE; OWNER AND TENANT INSURANCE

1.1 Determination of Deductible; Notice

- (a) **Determination of Deductible by Board.** The Board of Directors shall determine the amount of the deductible for property loss insurance policies and any other insurance policies required to be obtained by the Association as provided in the Declaration or applicable law. In determining the deductible under the policies, the Board shall take into consideration, among other factors the: availability, cost, and loss experience of the Association. In making the determination, the Board members shall exercise their reasonable business judgment.
- (b) **Notice.** The Board of Directors shall give written notice to the owners of the amount of the deductible under the Association policies and any change in the deductible proposed in renewal or replacement insurance policies at least thirty (30) days prior to the effective date of the change. The notice shall be delivered to each unit, mailed to the mailing address of each unit, or mailed to the mailing address designated in writing by the owners. The notice shall include the following notice in at least 12-point type that is either all capitals or boldface:

NOTICE CHANGE IN ASSOCIATION INSURANCE COVERAGE

THERE ARE CHANGES IN INSURANCE POLICIES CARRIED BY THE ASSOCIATION THAT WILL TAKE EFFECT IN 30 DAYS. YOU SHOULD IMMEDIATELY NOTIFY YOUR INSURANCE AGENT OF THE CHANGES SET FORTH IN THE ENCLOSED INFORMATION AND ASK YOUR AGENT TO DETERMINE IF CHANGES TO YOUR INSURANCE POLICIES ARE NECESSARY.

- 1.2 **Responsibility for Insurance.** The responsibility for insurance shall be as provided in this section.

- (a) **Owner Property Insurance.** Owners shall be responsible for obtaining and maintaining insurance policies covering the full insurable value of their own property, including the cost of any deductible for which the owner may be responsible under Section 1.3, below, and, if applicable, any other insurance requirement contained in the Declaration.
- (b) **Tenant Property Insurance.** Tenants shall be responsible for insuring their own personal property for any loss or damage.
- (c) **Owner and Tenant Liability Insurance.** Owners and tenants shall obtain and maintain insurance policies. The coverage shall be a comprehensive liability policy with combined limits of not less than Fifty Thousand Dollars (\$50,000) for each occurrence and shall provide coverage for, without limitation, the negligent acts of owners and tenants, their guests or other occupants of the unit for damage to the general and limited common elements and other units and the personal property of the others located therein, including the cost of any deductible for which owner may be responsible under Section 1.3, below.
- (d) **Board Notification.** Owners shall notify the Board, in writing, prior to making any improvement valued at more than one thousand dollars (\$1,000).
- (e) **Association.** The Association shall have no responsibility to obtain or assist in obtaining property loss insurance for any owner or tenant (1) for damage to a unit not covered by the Associations policy or (2) for any damage or loss to the owner's or tenant's personal property.
- (f) **Proof of Insurance.** Each owner shall provide a certificate of insurance to the Board of Directors for any insurance policy that owners must obtain under this section. Owners are responsible for ensuring that tenants provide the Board of Directors any insurance policy that tenants must obtain under this section.
- (g) **Association as Additional Insured.** Owners and tenants shall cause the Association to be named as an additional insured on any insurance policy that owners and tenants are required to obtain under this section.

1.3 Deductible

- (a) **Damage Not Resulting from Negligence.**
 - (1) **Damage Affecting More Than One Unit.** If a loss affects more than one unit, when there is no negligence by any party, the parties which have sustained damage (the Association, unit owners or both), shall pay their proportionate share of the Association deductible. The share shall be a

party under the governing documents of the Association, into the total of all building damage incurred in the loss.

- (2) **Damage Affecting One Unit.** If the damage is confined to a single unit, the unit owner shall be responsible for the entire deductible of the master association policy.
- (b) **Damage Resulting from Negligence.** If a loss affects more than one unit, the common elements or a combination thereof, to the extent the damage is the result of the negligence of a party, the deductible shall be allocated to the negligent party.
- (c) **Owner Policy Deductible.** Owners of damaged units shall be responsible for payment of their individual condominium unit owner policy deductible.

ARTICLE II DAMAGE LESS THAN THE DEDUCTIBLE.

- 2.1 **Damage to Unit Only Less than Deductible.** If the cost to repair damage to a unit is less than the amount of the deductible of the Association's insurance policy, the owner of the damaged unit is responsible for the cost of the repairs.
- 2.2 **Damage to Unit and Common Elements Less than Deductible.** If the total combined cost to repair damage to both a unit and the common elements is less than the amount of the deductible of the Association's insurance policy, both the owner of the damaged unit and the Association are jointly responsible for the cost of the repairs. In that situation, each party's (the unit owner's and the Association's) share of the cost of repairs is allocated according to the formula set forth in Section 1.3(a)(1), above.
- 2.3 **Report of Losses.** Even if the total cost to repair damage to a unit is less than the amount of the deductible of the Association's insurance policy, the Association and a unit owner must still report all losses or claims to the parties' insurance carriers in case more damage is discovered later that will make the loss exceed the deductible amount of the Association's insurance policy.

ARTICLE III DUPLICATE INSURANCE COVERAGE.

In the event of duplicate insurance coverage, the insurance policy obtained by the unit owners shall be considered the primary coverage.

ARTICLE IV PROCEDURE FOR CLAIMS HANDLING.

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

- 4.2 Charges and Administrative Services. Charges of managing agents for handling claims shall be paid by the Association to the extent the deductible is paid by the Association; and by the owner or owners to the extent the deductible is paid by the owner or owners under Section 1.3, above. The deductible is per occurrence. The Association shall, when possible, include the managing agent's insurance claims administrative services within the insurance claim, if a claim is filed.
- 4.3 Reimbursement. The Association shall seek reimbursement for all expenses of processing the claim from an owner when the claim exists and the insurance does not cover all the costs if an owner is responsible for damage under Section 1.3, above. If owners of more than one unit are responsible for the damage, the allocation of expenses shall be allocated as provided in Section 1.3, above.

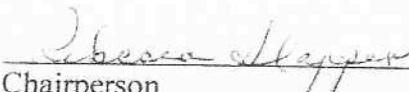
ARTICLE V OTHER RIGHTS AND REMEDIES

Nothing in this Resolution prohibits owners from pursuing any rights or remedies, such as contribution or subrogation, that an owner may be legally entitled to pursue.

BE IT FURTHER RESOLVED THAT 1) a copy of this Resolution be delivered to each unit owner or mailed to the mailing address of each unit owner or to the mailing address designated in writing by the unit owner.

The undersigned Chairperson and Secretary certify that the foregoing Resolution was adopted by the Board of Directors at a duly called meeting held on:

September 16th, 2015.


Chairperson
Jasper Heights Condominium Association


Secretary
Jasper Heights Condominium Association



HUNTER & ASSOCIATES LLC
15630 BOONES FERRY RD #5
LAKE OSWEGO, OR 97035
PH: (503) 924-2200
FAX: (855) 216-5422
E-MAIL: TeamHunter1@amfam.com



As the Insurance Agency that carries the Master Policy for your Condo Association, we want to provide the following information to assist you in understanding what the Master Policy covers and what is recommended in purchasing a Condominium Owner Policy.

What does the Master Association Policy Cover?

According to the "All-In" Master Policy, an approach dictated in the Association's by-laws, "All-in" means that the policy will cover building damages to include structure, plumbing, electrical, drywall, paint, floor, cabinetry, and fixtures **including** any upgrades that have been made to your unit.

The Master Policy also provides **Liability Coverage** designed to protect the Association against claims arising from its common areas. *Please note:* The Master Policy **does not** provide liability coverage for individual unit owners. Personal Liability coverage should be purchased and maintained by each unit owner for the unit owner's personal protection.

The Master Policy does not provide coverage for: Wear and tear, deterioration, damage by insects or animals, settling or cracking of foundation, walls, basements or roofs. Additionally, there is no coverage for damage caused by continuous or repeated leakage or seepage from appliances or plumbing. These events are classified as maintenance items.

What type of insurance coverage do I need as a unit owner?

As a unit owner, you will need to purchase a Condominium Owner Policy, also known as an "HO-6." Unit coverage recommendations are as follows:

1. **Building (Dwelling)** – This amount should be enough to cover the Association Master Policy deductible. This deductible could be assessed to you if your unit is affected in whole or in part by a loss.
2. **Personal Property** – This amount is set at the unit owner's discretion and should cover all personal items moved into the unit.
3. **Liability** – It is highly recommended to have at least \$1,000,000 in personal liability coverage as well as an umbrella policy.
4. **Loss Assessment** – This provides coverage if the Association assesses a liability loss to unit owners that was not covered or was in excess of what was covered in the Master Policy.
5. **Loss Assessments for Earthquake** – This amount varies depending on unit owner's percentage of ownership. Coverage pays for a unit's assessment of the earthquake deductible that the Association is responsible for paying.

We'd be happy to review your unit owner's insurance policy with you or your current carrier and make possible coverage recommendations. We offer a Condominium Owner's Policy (HO-6) that provides coverage for Loss Assessment and Loss Assessment for Earthquake.

Thank you for your trust in us. Please feel free to contact us with any questions.

Shawn Hunter, Agent
Hunter & Associates LLC
American Family Insurance
503-924-2200



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

8/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Hunter & Associates LLC 15630 Boones Ferry Rd #5 Lake Oswego, OR 97035	CONTACT NAME: Shawn Hunter PHONE (A/C, No, Ext): (503) 924-2200 E-MAIL ADDRESS: TeamHunter1@amfam.com PRODUCER CUSTOMER ID: 148/503	FAX (A/C, No): (855) 216-5422
INSURED Jasper Heights Condominium Association C/O HOA Assist, LLC. 6438 City West Parkway, Suite 200 Eden Prairie, MN 55344	INSURER(S) AFFORDING COVERAGE INSURER A: Sierra Specialty Insurance Company INSURER B: Hanover Insurance Company INSURER C: Great Divide Insurance Company INSURER D: Palomar Specialty Insurance Company INSURER E: INSURER F:	
		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

14972 NE Rose Pkwy, Portland, OR 97230

20 Buildings - 75 Total Units

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	☒ PROPERTY				☒ BUILDING	\$ 30,690,622	
	CAUSES OF LOSS	DEDUCTIBLES			☒ PERSONAL PROPERTY	\$ 100,000	
		BUILDING			BUSINESS INCOME	\$	
		BASIC	\$25,000		EXTRA EXPENSE	\$	
		BROAD	CONTENTS		RENTAL VALUE	\$	
	☒ SPECIAL	\$25,000	FPP2000009600	07/20/2025	07/20/2026	BLANKET BUILDING	\$
		EARTHQUAKE			BLANKET PERS PROP	\$	
	☒ WIND	\$25,000			BLANKET BLDG & PP	\$	
		FLOOD			Per Occurrence	\$ 1,000,000	
	☒ Liability	\$0			Aggregate	\$ 2,000,000	
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS	POLICY NUMBER				\$	
						\$	
						\$	
B	☒ CRIME				☒ Theft	\$ 1,000,000	
	TYPE OF POLICY	BDW-M104412-00	07/20/2025	07/20/2026	☒ Forgery	\$ 1,000,000	
	Fidelity				☒ Deductible	\$ 10,000	
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
C	Directors & Officers	CM000004596-01	07/20/2025	07/20/2026	☒ Coverage	\$ 1,000,000	
					☒ Deductible	\$ 2,500	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Property Coverage is Replacement Cost ; \$50k Water /Sewer Deductible Per Unit Included (Shall not exceed 5% of the total Limit of Insurance for Building Coverage) ; \$100k Per Unit Certain Electrical Components Endorsement Included
D) Earthquake Policy #TBD with \$29,630,437 Coverage 15% EQ Deductible ; Term Dates 7/31/2025-7/20/2026

CERTIFICATE HOLDER**CANCELLATION**

HOA Assist, LLC.
6438 City West Parkway, Suite 200
Eden Prairie, MN 55344

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rashae Nicholas

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