

LAKE OSWEGO TERRACES CONDOMINIUMS OWNERS ASSOCIATION  
RULES & REGULATIONS  
AMENDED November 2016

MISSION STATEMENT

In order to provide a well maintained, safe and balanced community environment, the following Rules and Regulations have been revised as of November 30, 2016.

Condominium living requires the full cooperation of all residents. It is important that all occupants familiarize themselves with the rules and regulations in order to ensure that all residents of Lake Oswego Terraces enjoy the quality of life to which they are entitled.

The Board of Directors of Lake Oswego Terraces pursuant to the authority granted to it in the Declaration of Condominium Ownership (“Declaration”) and the By-Laws has established and revised the following Rules & Regulations, which are, in part, taken directly from the Declaration and By-Laws. The success of a condominium project is founded on the basic principles of common decency, respect and consideration for the basic rights of our neighbors. The Rules & Regulations will serve as a ready reminder and reference of the various obligations we have to one another in our day-to-day living.

Provisions for these Rules & Regulations and the authority for their enforcement are contained in the Declaration and the By-Laws, which are provided to every homeowner. The Rules & Regulations are intended as a supplement and not a replacement for the Declaration and/or By-Laws. All provisions of the Declaration and By-Laws remain in full force and effect (unless superseded by law), and must be adhered to by all owners and tenants. It is the responsibility of owners to make their tenant(s) aware of the provisions and restrictions of the Declaration, By-Laws and Rules & Regulations (collectively, the “Governing Documents”).

It is the owner, as a member of the Lake Oswego Terraces Condominium Association, who remains responsible for the conduct of his or her tenant(s) and their guests. Owners are required to include in the lease/rental agreement a termination and/or eviction clause in the event of a violation of Lake Oswego Terraces Condominium Association’s Declaration, By-Laws or Rules & Regulations by tenants. For your protection, it is the Board of Director’s recommendation that you consult legal counsel to make certain that you have these issues clearly outlined in your written rental or lease agreement with your tenant.

The Board of Directors establishes and enforces the rules, manages the financial affairs and oversees the operation and maintenance of the Association facilities. In each of these areas a professional management company and various committees assist the Board of Directors.

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## RULES & REGULATIONS

### 1. DEFINITION

The LAKE OSWEGO TERRACES Rules & Regulations establish a set of rules, which are to be enforced by the HOA.

### 2. OBJECTIVE

The main objectives of the LAKE OSWEGO TERRACES Rules & Regulations are to:

Establish minimum rules and regulations to promote each occupant's enjoyment and use of the LAKE OSWEGO TERRACES Common Property to assist in maintaining acceptability in appearance and use.

Establish a mechanism for enforcement of the Rules & Regulations.

Clarify to homeowners the fine schedule for violations of the Rules & Regulations.

### 3. DEFINITIONS OF TERMS USED HEREIN

- A. DECLARATION's refers to the Declaration of Condominium Ownership and Supplementals.
- B. Common Property shall mean and refer to the Common Area and Association Property as defined in the Declaration.
- C. Project, Condominium Unit ("Unit"), Board, Exclusive Use Common Area, Common Area and Association Property shall each carry the same definition as set forth in the Declaration.
- D. Residence refers to any Condominium Unit.
- E. Resident refers to any owner, tenant, etc., who lives within any Residence.
- F. LAKE OSWEGO TERRACES refers to the LAKE OSWEGO TERRACES Condominium Association, otherwise known as the "Association."
- G. Management Company refers to the current managing agent.

### 4. FAILURE TO PROVIDE INFORMATION

Owners are required to provide contact information and updated records for all occupants of units as well as accurate owner information. This includes vehicle and pet information.

Owners are required to provide proof of insurance for personal property inside of the units and other coverage as required.

The Owner is responsible for filing out the Owner Registration form containing all contact information on a yearly basis. The Owner Registration form will be sent to all Owners in January or with the Annual Budget.

Failure to provide the required information is subject to fines of \$75 (as stated in Section 8 e. of this publication) and will accrue until the information is forwarded to the managing agent.

#### 5. ADDITIONS, ALTERATIONS OR IMPROVEMENTS

No Owner shall make any structural alterations in or to his Unit, or alter the exterior design or color of any part of the Owner's Unit normally visible from the exterior thereof or make an installation or any change to an installation upon the Common Elements (i.e. air conditioning unit, satellite dish, etc.), or maintain, decorate, alter or repair any part of the Common Elements, without the prior consent in writing of the Board of Directors.

The Board of Directors shall consider the granting of such consent only after the Owner shall submit a complete set of architectural, mechanical, electrical or other relevant plans and specifications, which submission shall be reviewed by such architects and engineers as the Board of Directors shall deem appropriate. Whether or not such consent is granted, the Owner shall pay, upon demand and in advance, if so required by the Board of Directors, for such professional review.

During the course of construction and after completion of same, the Board of Directors may cause its professional advisors to inspect the work to ensure that it is performed in compliance with the approved plans. The Owner shall pay the costs of such inspection(s) to the Board of Directors, upon demand. Prior to commencement of construction, the Owner shall provide the Board of Directors with copies of all relevant building permits and evidence of due compliance with any other requirements of government bodies having jurisdiction regarding such work.

An Owner may not remove any partition walls separating contiguous Units. Before proceeding with any approved alterations or improvements, the Owner shall, if the Board of Directors so requires, provide to the Association, at the expense of the Owner, a performance bond and a labor and materials bond, issued by a surety satisfactory to the Board of Directors, each in the amount of at least 125% of the estimated cost of such alterations or improvements or such other security as shall be satisfactory to the Association. A Unit Owner shall make no repair or alteration or perform any work on the Unit which would jeopardize the soundness or safety of the property, reduce its value, impair any easement or hereditament or increase the common expense of the Association unless the consent of all other Unit Owners affected is first obtained.

Minor alterations to the inside of your unit are permissible without Board approval. However, if you are removing or installing wiring, altering systems such as heating, removing walls, installing hard surface flooring, or altering any other items that may directly affect those around you, prior approval is needed and all applicable City and County permits must be obtained.

Conditions for approval of a central air conditioning unit are as follows: All unit owners must complete the ARC Form and submit to the management company for processing. (NOTE: There is a 30-day turnaround time, so please plan ahead). All approvals given by the Board of Directors for installation of an air conditioning unit will be subject to completion and filing of a Covenant of Alteration with Clackamas County. Owners are responsible for filing permits with the county, state or any other jurisdiction as required and a copy of the permit must be filed with the managing agent. Once the stamped copy of the covenant is returned to the management company, final approval will be deemed obtained.

Hard surface flooring except as installed by the builder during original construction may not be installed within a unit except with the prior written consent of the Board of Directors.

All requests for approval for alterations must be submitted to managing agent on the Request for Application to Modify form. Owners are encouraged to plan ahead to avoid delays.

#### 6. ANTENNA AND SATELLITE DISH POLICY

No wires or other devices for the communication or transmission of electric current, power or signals shall be constructed, placed or maintained anywhere upon limited common or common elements.

Satellite dishes cannot be placed on Common Elements (i.e. roofing, siding, trim, railings, etc.) at any time in any location, or Limited Common Elements (i.e. deck, balcony) without prior written approval of the Board. Noncompliance with this rule will result in the immediate removal of the satellite dish, a notice of non-compliance and the possibility of fines being imposed, and the homeowner will be required to pay cost of repairs for all damage to the building, both interior and exterior.

##### Placement of Satellite Dishes to Condominium Buildings

Satellite dishes and antennae may not be attached to a residential structure in any location. Satellite dishes may only be placed on a tripod, within a deck, patio or balcony and use of a flat wire is required for entrance into the unit. No other installation location or method for use of a satellite dish will be approved under any conditions. Satellite dishes must be smaller than 24 inches in diameter.

#### 7. ASSESSMENT PAYMENT & COLLECTION

##### A. Statements

Coupon books are ordered when the annual budget is approved or if a unit sells. If a replacement coupon book is requested, the cost of the coupon book will be charged to your HOA account.

##### B. Collections

Collections of delinquent accounts are processed according to the Collection Resolution of the Association

8. ASSOCIATION GOVERNING DOCUMENTS

All homeowners can obtain copies of the governing documents, financial information, minutes of Board Meetings, or any other pertinent information through the website. If owner requests paper copies of these documents there is a charge for this as set by the management company. All homeowners receive initial copies of the governing documents through the Title Company at close of escrow. The fee for additional copies ranges from \$25 to \$135. These fees are not waived. It is imperative that all owners retain original copies provided at close of escrow.

9. ENFORCEMENT OF RULES AND REGULATIONS

The Board of Directors, LAKE OSWEGO TERRACES Board Members and Residents have the right to report any violation of the rules and regulations defined in the Declaration, By-Laws or Rules & Regulations of the LAKE OSWEGO TERRACES. In addition, The Board of Directors has the right, after Notice, to assess Compliance Assessments ("fines"), penalties or take other action against violators in order to protect the rights, safety and property of the LAKE OSWEGO TERRACES members and Residents.

In addition to any other means of enforcement provided in the Declaration or other governing documents, the Board of Directors has the right, after Notice, to suspend the voting or Common Property usage rights of an Owner / Resident and/or to impose a fine. The procedures for utilizing such enforcement techniques are listed below:

Reporting Rules Violations

Any person wishing to report a rules violation must provide the report of violation in writing to the managing agent. This can be submitted by mail, facsimile, hand delivery or e-mail through the Association's website. Once received, the Managing Agent will take action as defined below.

NOTE: All written reports will be held in confidence to the extent permitted by law.

Inspections

To ensure uniform and timely enforcement of the Rules and Regulations, the Managing Agent will conduct inspections at the discretion of the Board of Directors. The Managing Agent will maintain a current log of possible Rules & Regulations violations observed during these inspections. This list will be organized by address and if requested will be included in the monthly management report submitted to the Board of Directors. Addresses will remain on the violation list until the Board of Directors approves removal.

First Notice/Request for Hearing

When a possible violation is noted, the responsible Owner will be notified in writing of the violation. In this notice the Managing Agent will identify the violation and ask the Owner to correct the violation

within a specific period of time. Normally the time given to correct the violation will be 15 days. However, a shorter time may be specified because of safety concerns, or if required by the Declaration or By-laws.

The homeowner is also given 10 days from the date of this letter to request a hearing with the Board of Directors. The purpose of a hearing is to provide an opportunity to be heard for the Owner to discuss the alleged violation with the Board of Directors. When an Owner does not agree that a violation exists, the Board hearing provides the Owner the opportunity to present the relevant facts in support of that position. If the homeowner does not request a hearing, it is assumed that the owner agrees there is a violation.

#### Notice of Fine

If it is observed that the violation has not been corrected by the deadline in the first notice to correct and the homeowner has not requested a hearing with the Board of Directors, a fine notice will be sent to the homeowner notifying them that a fine of \$75.00 has been imposed.

Should the violation remain for another period of 15 days (violation would then not be remedied for 30 days), a second fine of \$100.00 will be imposed on the homeowner's account. Should the violation remain for another period of 15 days a third fine of \$250.00 will be assessed. The Board will then review for additional imposition of fines of \$250.00 for every 15 day period that the violation remains uncorrected or legal action to gain compliance with the Association governing documents. All fees, charges, and costs incurred by the Association in relation to gaining compliance, will be charged back to the owner in violation.

**Violations are progressive meaning that only one warning will be given per cited violation type within a one-year period.**

#### 10. GENERAL PROPERTY RULES

- A. Damage to Common Property is prohibited. In accordance with these Rules, any Common Property damage caused by an Owner, or such Owner's family, guests, invitees, tenants, lessees or pets shall be charged back to the Owner.
- B. No items may be placed in any common area location.
- C. Young children's riding toys may be used with supervision on lawn areas of the property where safe. Pedestrians always have the right-of-way on walkways. Bicycles, tricycles, skateboards, and other wheeled vehicles may not be stored (permanently or temporarily) on patios or decks (and as specified in 10(b) above, may not be stored (permanently or temporarily) in common areas including but not limited to lawns, landscaped areas, natural areas, walkways, driveways, unassigned parking, porches, lobbies, entryways, stairwells, meeting areas and rooms, lobbies, exercise rooms, and pool areas).

- D. No owner has the right to alter, paint, decorate, remodel, landscape or adorn any part of the Common Property without the consent of the Board of Directors.
- E. If you use a garden hose or other equipment, the hose and equipment must be detached from your outside bib and stored out of sight when not in use.
- F. Hanging, drying or airing of clothes, towels, rugs, etc., in windows or outside is prohibited. No exterior clotheslines are permitted anywhere in the Project.
- G. No signs of any kind or for any purpose may be displayed without prior written consent from the Board of Directors. Absolutely no signs may be attached to the exterior portion of the buildings.
- H. No hanging planters may be placed on railings.
- I. No aluminum foil, paint, newspaper or similar covering shall be applied to the windows or doors of any residence. Only coverings designed as window coverings, i.e. drapes, curtains, shutter, blinds, etc., may be used as permanent or temporary window coverings inside a unit (i.e. no bedding, towels, or other substitute window coverings are permitted.)
- J. With prior written approval from the Board of Directors, window tinting may be used on the Condominium Unit windows.
- K. Garage Sales are not allowed. Estate Sales are allowed with proper notification.
- L. Owners may not plant any materials within the common area landscaping. The Association's landscapers maintain these areas. If an owner would like to plant bulbs or flowers, prior approval must first be obtained from the Board of Directors. Any individual requests shall be made to the Landscaping Committee and approved by the Board of Directors. Pruning must be done by a licensed and bonded tree trimming company approved by the Board of Directors.
- M. No sporting or exercise equipment shall be used in any Unit or on the adjacent patio or deck, including, bikes (stationary or otherwise), treadmills, trampolines, weight machines, elliptical fitness machines, stair machines and the like.
- N. HARASSMENT Occupants and owners of any unit are prohibited from verbally or physically harassing, annoying or threatening LAKE OSWEGO TERRACES employees, vendors or volunteers. Complaints regarding LAKE OSWEGO TERRACES employees or vendors should be presented in writing to the Managing Agent or the Board of Directors. The LAKE OSWEGO TERRACES has a zero tolerance policy for verbal or physical abuse. Any and all threats will be taken seriously and will be handled by whatever legal means are available to the Association.



- O. Only gas or electric barbecues are allowed. Residents must make sure the barbecues are away from the siding and anything combustible. No heaters (propane, pellet, kerosene, wood, charcoal, or any other type) are allowed on patios or decks.
- P. No pots or other items shall be placed on top of or outside of any wall or railing. Each resident shall take reasonable steps to capture water from potted plants and to protect the patio/railing surface from staining or rotting. If damage or early deterioration occurs from the placement of pots or other items, the homeowner will be responsible for the full cost of repairs or replacement. Residents shall remove all dead plants from their decks/patios and entries. Potted plants at the Rivers Buildings must be out of the way of ingress or egress for emergencies.
- Q. Plants of the “vining” nature are not allowed to attach and grow upon (in any way) the exterior of the buildings, including the fixed trellises, posts, siding, railings, etc.
- R. No Resident shall make any improvements to a balcony, entry or patio or similar area unless approved by the Board. Architectural forms for this purpose are available from the Management Company.
- S. Balconies and patios must be maintained in the original condition. Any surface changes must be approved by the Board.
- T. No exterior lighting of any kind may be installed on any portion of the building, landscaping or unit without the prior review and approval of the Association Board of Directors.
- U. Homeowners may not attach any type of decoration to the siding of the buildings. Owners are responsible for the repair or any damage caused by attaching these decorations.
- V. Bird feeders may be used, but only sterile birdseed may be used. The Board reserves the right to deny use of bird feeders if a problem with pigeons and or rats is determined.
- W. The Board reserves the right to prohibit any exterior decorations that may be considered offensive, a noise nuisance or inappropriate for the community.
- X. Tiki (or other open flame) torches are not allowed within the community.
- Y. Owners may not install lattice type material or vinyl screening to the exterior balcony railings.
- Z. Balconies and patios may not be used for storage of unused furniture, cabinets, cartons, automobile parts, bikes, play equipment, etc. No hot tubs are allowed on the property. All furniture placed on the balcony or patio must be outdoor patio furniture

11. HAZARDOUS ACTIVITIES

- A. No firearms shall be discharged within the Community
- B. No fireworks shall be set off within the Community
- C. No open fires shall be lit or permitted within the Project, and no fire pits are allowed within the community.
- D. Any activity or condition that endangers the health or safety of others is prohibited.
- E. Nothing shall be done or kept in any Unit or on the Common Property, which will increase the LAKE OSWEGO TERRACES's rate of insurance or cause it to be cancelled.

12. HOLIDAY DECORATIONS

Holiday decorations may be displayed during the accepted holiday season or up to 30 days before a holiday and must be removed within 15 days after the holiday. Such holiday decorations must be contained to the condominium exclusive use property and may not extend into the common area flowerbeds and trees. Any damage caused to the common area or the exclusive use limited common area will be charged back to the homeowner. Decorations can never be attached to the siding or roof of any building (i.e. nails, tacks, push pins, etc.)

Winter Holiday wreaths may be displayed on the front door by use of an over-the-door hanger or similar non-permanent hanger ONLY. Wreaths may not be attached to the door in any manner.

The Homeowner is responsible for any and all damage caused by the Resident's display of Holiday decorations. Should repairs be necessary to the door or other common area property due to the use of holiday decorations, the repairs will be made by the Association in accordance with the Declaration and Association By-Laws, and will be charged back to the Homeowner.

13. HOME BUSINESSES

The Units shall be used for: (i) residential purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling; (ii) for the common social, recreational or other reasonable uses normally incident to such purposes; and (iii) for purposes of operating the Association and managing the Condominium. An Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Condominium; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door

solicitation of residents of the Condominium; and (iv) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board of Directors.

14. INSURANCE

Each Owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under Section 9.1.1. of the By-Laws and against his liability not covered under Section 9.1.2. of the By-Laws.

The Board may set the deductible amounts on insurance policies of the Association in such amounts, as the Board deems reasonable. The determination of the Board as to same shall be subject to the arbitrary and capricious standard set forth above. The current deductible is \$10,000.

The provisions of this amendment shall be liberally construed so as to effect the terms and remedies set forth herein. Nothing herein shall require the Association to pay any insurance deductible payable under a Unit Owner's individual insurance policy.

15. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

All maintenance, repairs and replacements to the General Common elements and the Limited Common Elements shall be made by the Association and shall be charged to all Unit Owners as a common expense.

The Common Elements shall be used for the enjoyment of the Residents. The common elements shall not be obstructed, damaged or interfered with by a Unit Owner, Resident or Guest.

Each Unit Owner shall keep the Limited Common Elements that pertain to the Unit in a neat, clean and sanitary condition. This includes picking up and cleaning up pet feces!

Unit Owners shall maintain electricity in their units at all times. During freezing weather the Unit's temperature shall not be less than 56 degrees.

When the outside temperature is below 35 degrees, Unit Owners are required to disconnect all outside water hoses from the outside faucet. Unit Owners whose outside water hose is not disconnected during these cold temperatures will be responsible for any and all damages caused to pipes, walls, and exterior and interior surfaces.

The Association shall be responsible for the painting, staining, repair and replacement of the exterior surfaces of all Units (including the repair and replacement of roofs, gutters, vinyl siding); cleaning of the exterior surfaces of all windows that are unable to be reached, repair and resurfacing of all streets, driveways and walkways; and the cutting, pruning, trimming, and watering of all landscaping.

## 16. PARKING RULES & VEHICLE RESTRICTIONS

There is limited guest parking at LAKE OSWEGO TERRACES. In order to ensure guest parking for all residents, the following rules have been established. Continuous compliance is important to prevent fines and/or the towing of your vehicle.

### Parking Violations

Violations of any Parking Rules & Regulations may result in the vehicle being towed at the vehicle owner's expense.

### Vehicle Registration

All vehicles must be registered with the Association. A registration form showing the Owner, LAKE OSWEGO TERRACES address, contact information, make, model, license plate, vehicle year, and color will be required.

### General Instructions

- A. The speed limit at LAKE OSWEGO TERRACES is 5 mph.
- B. No unregistered vehicle may be parked in the same place within the Common Property (parking bays) for more than 48 consecutive hours.
- C. Parking is not allowed in marked fire lanes, If a vehicle is parked in violation of this rule, the vehicle will be subject to immediate tow without notification to the owner/operator.
- D. No recreational vehicle may be parked anywhere on any portion of the Project, except for the purposes of loading and unloading. This includes Jet Ski's, boats, motor homes, trailers, campers or any other recreational vehicles.
- E. Only minor maintenance such as vehicle cleaning, changing flat tires, and changing of a dead battery, etc. is allowed. No on-site vehicle maintenance or repair involving motor oils, fuels, or other lubricants or solvents shall be permitted anywhere on or within the Community. Owners permitting vehicles to leak on common and limited common areas will be responsible for all cleanup and repair costs.
- F. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited anywhere within LAKE OSWEGO TERRACES.
- G. No trailer, truck, boat or recreational vehicle may be used as a living area within the Project.
- H. No car washing is allowed on the property.

17. MOVING RULES

A. Notice:

Owners shall notify the management company in writing in advance of the intent to move-in or move-out of a unit by themselves or a tenant or other person occupying the unit as a resident.

1. Notice shall be made by email or by actual physical delivery at least two business days (i.e., not on or including a Saturday, Sunday or U.S. and/or Oregon legal holiday), to the management company primary agent or that person's assistant as posted on the HOA Website or one the official building bulletin boards.
2. Notice shall include the dates of the move-in or move-out, the moving company (if any) including contact information, and a mobile phone or other immediate contact information for the entering or departing resident.
3. Separate notice is required for each move, i.e., if a current resident is moving out and a new resident is moving in, even if they occur on the same date.
4. Even if a tenant currently occupies the unit a notice must be provided if an additional tenant joins that tenant

B. Moving Vans, Etc.:

Moving trucks or similar vehicles must be parked in a manner so as not to interfere with parking lot entrances and to avoid blockage of parking spaces to the greatest extent possible. In the event parking spaces will be blocked the vehicle driver must be immediately available to move the vehicle to allow other tenants access to parking spaces and/or to allow access by emergency vehicles and personnel. In no event may a truck trailer or similar vehicle be parked or otherwise left on the premises without the attached motor vehicle except as provided for PODs, etc., below.

C. PODs and other moving containers:

PODs and similar moving containers may be parked in unnumbered parking spaces if the following conditions are met:

1. Approval is obtained through the management company agent;
2. The POD or other container takes up no more than a single parking space (although more than one space may be required to move the container into the parking space);
3. The POD or other container is moved in no earlier than 8:00 a.m. of the first day and moved out no later than 5:00 p.m. of the third day;

4. In the case of the Allison parking lot the POD or other container must be parked in the parking spot closest to the intersection of Burnham Road and Highway 43 (southwest corner) and may not be parked in the lot on Saturdays, Sundays or Legal Holidays regardless of whether this is within the period specified in section C above.

D. Significant damages and repair:

The owner of the unit shall be responsible to repair all significant damages to HOA property caused by a move in or out of a unit.

1. The owner shall notify the management company within one business day of completion of the move and of any and all damage to HOA property (including scrapes and dings that may be repaired by the HOA, i.e., insignificant damage).
2. If the moving company takes responsibility for such damages it must make arrangements with the management company within two business days of completion of the move and make arrangements to reimburse the management company for such repairs.
3. If the moving company provides repair services it may make arrangements to provide them within two business days, and complete all repairs within five business days of completion of the move and must make all repairs within that period to the satisfaction of the management company agent assigned to the HOA.
4. If no arrangements are made or they are not to the satisfaction of the management company the costs of such repairs shall be billed to the owner.

E. Move-in fee:

Prior to a resident moving into a unit a \$150.00 fee shall be paid to the HOA through the management company.

F. Move Related Fines and Penalties:

The following move related penalties apply to any and all failures to comply with these rules, i.e., the general a courtesy warning notice and right to correct under House Rule 9 shall not apply prior to imposition of a fine or penalty and the penalty shall apply to the first violation and all subsequent violations as outlined below:

1. Failure to provide any required notice (see A,C,D above): A penalty of \$25.00 for the first failure, a penalty of \$125.00 for any subsequent failures to provide any of the required move-related notices.
2. Failure to pay moving fee (E above): A penalty of \$75.00 for the first failure, penalty of \$150 for each subsequent failure.

3. Parking violations (B&C above): A penalty of \$150.00 per occurrence for violating the moving vehicle parking guidelines or for failure to request approval to park a POD or similar container. A penalty of \$50 per day or any part of a day for parking a POD or container outside the permitted period (for instance if a container must be removed by 5:00 p.m. Friday and is not moved until 8:00 p.m. a \$50 penalty applies, but if not moved until Saturday a \$100 penalty applies, etc.).
4. No limitation on other HOA rights: Nothing in these provisions limits the right of the HOA to take appropriate action with respect to activities prohibited by its governing documents (including House Rules), i.e., having improperly parked vehicles, trailers, containers, etc., towed or otherwise removed from HOA property, or taking other permissible actions.

18. FITNESS ROOM RULES

- A. If residents notice any equipment failure, they should contact CMI to request repairs.
- B. No food and no glass containers are allowed in the fitness room.
- C. Be courteous to your neighbors and please clean off equipment after your use.
- D. Use equipment at your own risk.
- E. The book library located in the fitness room is available for all residents. Please feel free to borrow books and bring in your old books. No videos or cd's are allowed.
- F. Cell phones are to be used for emergency purposes only in the fitness room.
- G. Any person under the age of 14 must be accompanied by an adult.

19. PETS

The following breeds of dogs are not permitted unless grandfathered in on a case by case basis with proper documentation forwarded to CMI. Any pets not registered as of the date of this document will not be grandfathered in:



Perro de Presa Canario an attack by this dog has been described as hopeless for the victim. They are a guardian breed with man-stopping ability, incredible power and a complete lack of fear. Weight: 80-115 lbs.



Dobermans- are great guard dogs for their alertness, intelligence and loyalty. They can be aggressive dogs when provoked. The typical pet Doberman attacks only if it believes that it, its property, or its family are in danger. Weight: 65-90 lbs.



Rottweilers are known to be very aggressive dogs because of their keen territorial instincts. That's why they make great guard dogs. Weight: 100-130 lbs.



Pit Bulls- A pit bull is a fearless dog that will take on any opponent. They will lock their jaws onto the prey until its dead. Pit bulls have a reputation of mauling people to death and they are highly sought for dog fighting. Weight: 55-65 lbs.

- A. Pets will not be allowed on any Common Element unless they are on a leash or being carried and are being walked to or from the Unit to a street or sidewalk. This does include cats.
- B. Residents are entitled to keep domestic dogs or cats, birds, hamsters and fish provided that they are not kept, bred or maintained for commercial purposes. No exotic pets including snakes, monkeys, ferrets etc.
- C. Unless grandfathered in prior to these revisions, dogs are limited to one per unit.
- D. Residents shall prevent their pets from damaging any portion of the Common Property. Property damage, including damage to the Common Area grass, will be repaired and charged back to the homeowner responsible for the offending pet.



- E. Pet owners have the absolute duty and responsibility to immediately pick up their pet's waste and dispose of it in a sanitary manner.
- F. No pet can be attached by leash, chain, rope or any other manner, to the building, decking, posts, etc.
- G. The resident may not leave pets outside on the patio or deck without attendance of the resident.

20. QUIET ENJOYMENT

No Resident shall permit any activity to be performed or any substance or material to be kept anywhere on the Project which will obstruct or interfere with the rights of quiet enjoyment of the other Residents of LAKE OSWEGO TERRACES, or annoy them by unreasonable noises, odors, fumes, etc., nor will any Resident commit or permit any nuisance on his Condominium. The Board shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.

- A. In general, all noise shall be kept at a level that does not unduly disturb your neighbors or the other Residents.
- B. All Residents are responsible for noise caused by their families, invitees, pets and guests, as well as themselves.
- C. Prolonged idling or revving up of vehicles is prohibited.
- D. Car radios must be turned to a volume that cannot be heard outside the vehicle.
- E. Recognized quiet hours of the community are from 10 p.m. to 8 a.m.

21. SMOKING

Smoking of any substance is not allowed within 10 feet of the building. There is no smoking allowed on balconies, decks or in the pool areas. No smoking near exhaust fans or air intake is allowed inside units. Debris from smoking left in a common area is a fineable offense.

22. PROCEDURES FOR RENTAL / LEASE OF CONDOMINIUM UNITS

Rental Forms –

Once a unit is rented the homeowner must submit the following information to the managing agent within thirty (30) days of receipt of the signed lease:

Lease Agreement

Updated Owner/Occupant Information Form  
Acknowledgment Form signed by both parties

- A. All Leasing or Rental agreements shall be in writing and shall expressly state that they shall be subject to this Declaration, Bylaws, and Rules and Regulations (with a default by the tenant in complying with this Declaration, Bylaws and Rules and Regulations constituting a default under the Lease or Rental agreement).
- B. Any owner found to be renting their unit for less than 30 days will be subject to the fine of \$500 for the first occurrence, \$750 for the second occurrence and \$1,000 for the third and any subsequent occurrences.
- C. The Homeowner is further responsible for notifying the managing agent of any change in tenancy so that parking records may be kept up-to-date, new tenant contact information, new owner information, etc. It is the responsibility of the Unit Owner to inform their tenant(s) of the Rules and Regulations at LAKE OSWEGO TERRACES.
- D. It is the Owner's responsibility to supply his or her tenant(s) with a current copy of the Rules & Regulations. Tenants are responsible for knowing the rules. In addition, owners of rental units are responsible for notifying the Management Company of any change in tenant vehicles.
- E. An owner may be assessed personally for any expenses incurred by the Association resulting from damage to the common elements caused by such Owner's tenants or their guests. After notice and an opportunity to be heard, the Owner may be fined for their tenants' noncompliance with any provision of the Declaration, Bylaws, and Rules and Regulations, and such fines shall be collectible as assessments as elsewhere provided in the Bylaws.

**All Unit Owners must notify the Association when a Rented Unit becomes vacant.**

23. RIGHT OF ENTRY

The Board and its agents or employees, may enter any unit or limited common element (i) in the event of any emergency originating in or threatening the Unit, Common Elements or other Units, (ii) requiring repairs necessary to protect public safety, whether or not the Owner is present at the time, (iii) for the purpose of performing installations, alterations, or repairs to any Common Element, (iv) to prevent damage to the Common Elements or another Unit, or (v) to inspect the Unit to verify that the Owner is complying with the restrictions and requirements described in the Declaration, the Bylaws, and/or the Rules and Regulations, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner unless otherwise stated above. The Association shall

not be deemed guilty in any manner of trespass for entering a Unit or any portion of the Condominium in accordance with Section 15.4 of the Declaration.

Prior to entry for any non-emergency maintenance the management company will provide the homeowner with 24 hours notice. If there is no response, the Board maintains the right to enter the unit.

24. TRASH

- A. Every Resident must keep the trash collection areas clean.
- B. All garbage, trash and recycling shall be securely bagged ~~in plastic~~ before depositing into trashcans or chutes.
- C. Cardboard boxes MUST be flattened before placing in recycling containers.
- D. Recycling containers are available at each building. Please recycle glass, cardboard and other items appropriately.
- E. There is an eye glass and hearing aid recycling receptacle in the lobby of the Shannon building.
- F. No hazardous materials, furniture or other household items are to be placed in the garbage receptacles. Please donate your unwanted items or remove them from the property.

25. LAKE OSWEGO TERRACES - POOL RULES

Approved June 16, 2016

Pool Hours: Opening day through Closing day 9:00am – 9:30pm  
9:00pm – 9:30pm is for quiet enjoyment of the pool.

1. The Association shall provide to each unit a unique identifying pool pass which must be worn or displayed by any person/group using the pool. Failure to display this pass shall constitute unauthorized use of the pool area and the user shall be deemed to be trespassing. In the event a pool pass is lost, stolen or destroyed it shall be reported to CMI and a replacement shall be issued at the expense of the owner.
2. A resident MUST accompany guests.
3. Residents and their guests use the pool facilities at their own risk.
4. Non-swimmers and children under 14 years old shall not use the pool unless a responsible adult observer (18 years of age or older) is present.
5. No person suffering from a communicable disease transmissible via water or under the influence of an intoxicating substance shall use the pool.
6. No glass containers are permitted in or around the pool areas. No person shall bring, throw or carry food, drink, smoking material, trash, debris, or any other foreign substances into the pool area. Proper bathing attire must be worn at all times while using the pool. Nudity is not allowed.
7. For sanitation purposes, residents/guests in diapers are not allowed in the pool areas unless a swim diaper is used.
8. No soap may be used in the pool and no personal grooming is allowed.
9. Pets are not allowed in or around the pool, except as permitted by applicable law.
10. Please report any broken or malfunctioning equipment to CMI. No resident or guest will interfere in any manner with any portion of the pool, lighting, plumbing or electrical apparatus.
11. Running, Pushing, or shoving of anyone inside the pool/spa area will not be allowed. Jumping into the pool from any part of the buildings, walls, or railings is prohibited.
12. Boisterous and loud conduct, as well as use of profanity, is not permitted. Radios, stereos, or other sound producing devices are prohibited unless used with individual earphones.
13. Residents may not reserve the pool/spa for exclusive use.
14. The pool is open only during designated times marked in the pool area. Use of the pool outside the designated times is trespassing and will be treated as such by security.
15. All residents must conduct themselves in a manner conducive to the well being and enjoyment of fellow residents.

26. LAKE OSWEGO TERRACES CONDOMINIUM OWNERS' ASSOCIATION

RULES AND REGULATIONS ACKNOWLEDGMENT FORM

This portion to be completed by owner:

HOMEOWNERS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I understand that in order to complete the rental approval process I must sign this form stating that I have read and understand the Rules and Regulations. I further understand that I have provided my prospective tenant with the Rules and Regulations and I acknowledge that I am responsible for providing all updates and future information and I understand that I am responsible for any and all infractions on the part of the tenant and I also understand that there is a possibility that this request may be denied or put on the waiting list if I don't submit it within thirty (30) days of receiving approval.

I understand that if I rent or lease my unit without providing this information, I am subject to fines as stated in Section 4 of the Rules and Regulations "Failure to provide information".

HOMEOWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

This portion to be signed by tenant:

TENANT NAME: \_\_\_\_\_

By signing this form I am stating that I have received, reviewed and understand the Rules and Regulations for LAKE OSWEGO TERRACES Condominium Owners' Association and I am ensuring the Association that I will abide by the Rules and Regulations given to me by the Homeowner.

TENANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## 17. MOVING RULES

### A. Notice:

Owners shall notify the management company in writing in advance of the intent to move-in or move-out of a unit by themselves or a tenant or other person occupying the unit as a resident.

1. Notice shall be made by email or by actual physical delivery at least two business days (i.e., not on or including a Saturday, Sunday or U.S. and/or Oregon legal holiday), to the management company primary agent or that person's assistant as posted on the HOA Website or one the official building bulletin boards.
2. Notice shall include the dates of the move-in or move-out, the moving company (if any) including contact information, and a mobile phone or other immediate contact information for the entering or departing resident.
3. Separate notice is required for each move, i.e., if a current resident is moving out and a new resident is moving in, even if they occur on the same date.
4. Even if a tenant currently occupies the unit a notice must be provided if an additional tenant joins that tenant

### B. Moving Vans, Etc.:

Moving trucks or similar vehicles must be parked in a manner so as not to interfere with parking lot entrances and to avoid blockage of parking spaces to the greatest extent possible. In the event parking spaces will be blocked the vehicle driver must be immediately available to move the vehicle to allow other tenants access to parking spaces and/or to allow access by emergency vehicles and personnel. In no event may a truck trailer or similar vehicle be parked or otherwise left on the premises without the attached motor vehicle except as provided for PODs, etc., below.

### C. PODs and other moving containers:

PODs and similar moving containers may be parked in unnumbered parking spaces if the following conditions are met:

1. Approval is obtained through the management company agent;
2. The POD or other container takes up no more than a single parking space (although more than one space may be required to move the container into the parking space);
3. The POD or other container is moved in no earlier than 8:00 a.m. of the first day and moved out no later than 5:00 p.m. of the third day;
4. In the case of the Allison parking lot the POD or other container must be parked in the parking spot closest to the intersection of Burnham Road and Highway 43 (southwest corner) and may not be parked in the lot on Saturdays, Sundays or Legal Holidays regardless of whether this is within the period specified in section C above.

### D. Significant damages and repair:

The owner of the unit shall be responsible to repair all significant damages to HOA property caused by a move in or out of a unit.

1. The owner shall notify the management company within one business day of completion of the move and of any and all damage to HOA property (including scrapes and dings that may be repaired by the HOA, i.e., insignificant damage).

2. If the moving company takes responsibility for such damages it must make arrangements with the management company within two business days of completion of the move and make arrangements to reimburse the management company for such repairs.
3. If the moving company provides repair services it may make arrangements to provide them within two business days, and complete all repairs within five business days of completion of the move and must make all repairs within that period to the satisfaction of the management company agent assigned to the HOA.
4. If no arrangements are made or they are not to the satisfaction of the management company the costs of such repairs shall be billed to the owner.

E. Move-in fee:

Prior to a resident moving into a unit a \$150.00 fee shall be paid to the HOA through the management company.

F. Move Related Fines and Penalties:

The following move related penalties apply to any and all failures to comply with these rules, i.e., the general a courtesy warning notice and right to correct under House Rule 9 shall not apply prior to imposition of a fine or penalty and the penalty shall apply to the first violation and all subsequent violations as outlined below:

1. Failure to provide any required notice (see A,C,D above): A penalty of \$25.00 for the first failure, a penalty of \$125.00 for any subsequent failures to provide any of the required move-related notices.
2. Failure to pay moving fee (E above): A penalty of \$75.00 for the first failure, penalty of \$150 for each subsequent failure.
3. Parking violations (B&C above): A penalty of \$150.00 per occurrence for violating the moving vehicle parking guidelines or for failure to request approval to park a POD or similar container. A penalty of \$50 per day or any part of a day for parking a POD or container outside the permitted period (for instance if a container must be removed by 5:00 p.m. Friday and is not moved until 8:00 p.m. a \$50 penalty applies, but if not moved until Saturday a \$100 penalty applies, etc.).
4. No limitation on other HOA rights: Nothing in these provisions limits the right of the HOA to take appropriate action with respect to activities prohibited by its governing documents (including House Rules), i.e., having improperly parked vehicles, trailers, containers, etc., towed or otherwise removed from HOA property, or taking other permissible actions.

LAKE OSWEGO TERRACES CONDOMINIUM OWNERS' ASSOCIATION  
RULES AND REGULATIONS ACKNOWLEDGMENT FORM

*This portion to be completed by owner:*

HOMEOWNERS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I understand that in order to complete the rental approval process I must sign this form stating that I have read and understand the Rules and Regulations. I further understand that I have provided my prospective tenant with the Rules and Regulations and I acknowledge that I am responsible for providing all updates and future information and I understand that I am responsible for any and all infractions on the part of the tenant and I also understand that there is a possibility that this request may be denied or put on the waiting list if I don't submit it within thirty (30) days of receiving approval.

I understand that if I rent or lease my unit without providing this information, I am subject to fines as stated in Section 4 of the Rules and Regulations "Failure to provide information".

HOMEOWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

*This portion to be signed by tenant:*

TENANT NAME: \_\_\_\_\_

By signing this form I am stating that I have received, reviewed and understand the Rules and Regulations for LAKE OSWEGO TERRACES Condominium Owners' Association and I am ensuring the Association that I will abide by the Rules and Regulations given to me by the Homeowner.

TENANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_