

Oswego Summit Condominium



Rules and Regulations 2015 Update

TABLE OF CONTENTS

INTRODUCTION	4
Scope	4
Mountain Park	4
MAP OF OSWEGO SUMMIT PROPERTY	5
MANAGEMENT OF OSWEGO SUMMIT	6
Board of Directors	6
BPM Property Management Staff for Oswego Summit	6
HANDLING EMERGENCIES	7
Emergencies	7
Suspicious Activity	7
Power Outage	7
Preventing Emergencies	7
RULES AND REGULATIONS	8
Access to Records	8
Access to Units	8
Animals, Pets	8
Animal Safety	9
Cable Installation	9
Common Elements.....	9
Limited Common Elements	9
Community Room Rental	10
Concerns and Complaints	10
Decorations.....	10
Decks and Railings	11
Fencing	11
Fires: Open-Air Burning or Barbecues	12
Fireplaces.....	12
Garbage, Trash, Recycling	12
Insurance	13
Landscaping	13
Motor Vehicles, Garages, Parking	14
Nuisances; Smoking; Improper, Offensive or Unlawful Activities	14
Occupancy Information, Rental/Tenant Requirements	15
Property Management	15
Recreation – General	16
Recreation – Pool and Spa	16
Repairs, Improvements, Alterations	17
Floors; Doors; Ceilings; Windows and Deck/Patio Doors	
Rules – Adding or Changing	18
Satellite Dish Installation	18
Signs	18
Smoking	18
Voting Methods	19

APPENDIX 21

- Authorization Request Form
- Community Room Rental Request
 - *Front of form:* Community Room Rental Request
 - *Back of form:* Indemnification Agreement – Recreation Building
- Direct Debit Authorization Form
- Dog as a Public Nuisance ORS 609.095
- Dog License Application - City of Lake Oswego
- Fines Schedule
- Maintenance and Indemnification Agreement – Alterations and Additions (2 pages)
- Maintenance and Insurance Areas of Responsibility (2 pages)
- Non-Owner Occupancy Application
- Oswego Summit Volunteer Interest Survey
- Recreation Building Access Cards for Renters
- Recreational Facilities - Tenant Acknowledgement
- Recycle Together
- Recycling: Do Not Include
- Transfer from Owner to Tenant – Notice to Tenant
- Unit Occupancy & Owner Information Form (2 pages)

INTRODUCTION

The Association of Unit Owners of Oswego Summit is predominantly a community of condo owners within the Mountain Park Community. The Board of Directors has adopted the following rules and regulations to ensure the tranquility and enjoyment of the community for its residents. Rules are necessary for the protection of our investment.

Living in close proximity with others requires consideration and a sense of responsibility for your actions. Everyone is encouraged to get to know your neighbors, act respectfully and cooperatively with them, and attempt to resolve disputes among yourselves.

Please read these rules thoroughly!

Any exceptions to the rules require prior consent of Property Management.

Oswego Summit is a shared responsibility. Find out how the community is doing by attending monthly Board meetings. Consider getting to know your community by volunteering for committees or running for a Board position. It is amazing what can be accomplished when everyone works together! See the Appendix for a copy of the Oswego Summit Volunteer Interest Survey.

Scope

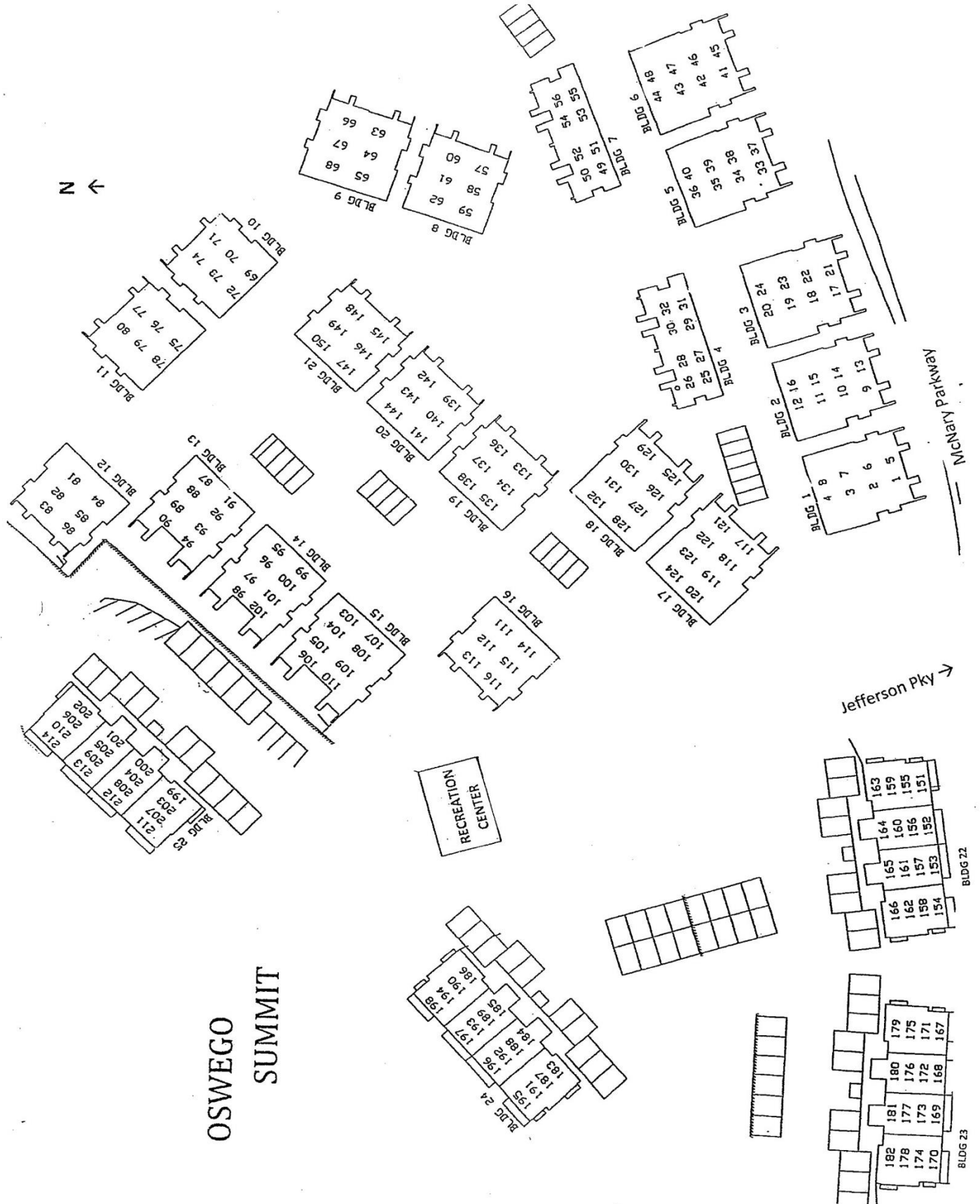
These rules apply not only to the unit owners and tenants of Oswego Summit, but also to any temporary residents or guests. Each owner and tenant is responsible to make sure they and their guests follow the Rules and Regulations. Failure to do so may result in a reminder, warning, fine and/or request to remove from the property the cause of the offense, such as an animal, vehicle, or renter. Fines imposed for rules violations accrue against the unit owner, not the tenant.

Mountain Park

The Mountain Park community offers additional amenities to Oswego Summit residents:

- Mountain Park Recreation Center provides a year-round indoor pool, fitness center and classes, game room, and social community events.
- Mountain Park offers access to tennis courts, walking trails, seven parks, yearly garage sales, an RV lot, and a play school for children 18 months to 5 years.

Oswego Summit residents and guests are also expected to follow Mountain Park Homeowners Association Rules and Regulations.



MANAGEMENT OF OSWEGO SUMMIT

Board of Directors

<u>Name</u>	<u>Office</u>	<u>Term</u>	<u>Contact Information</u>
Ron Plath	Chair	2023	(503) 635-3715 b3zeron@comcast.net 198 Oswego Summit
Colin Watson	Director	2023	(971) 340-6547 colinpeterwatson01@gmail.com 214 Oswego Summit
Andy Banton	Treasurer	2022	(503) 449-6144 TheBantons@gmail.com 84 Oswego Summit
Lynn Johnston	Secretary	2023	(503) 744-0142 lrjohnston@comcast.net 212 Oswego Summit
Lloyd Kostow	Special Projects	2022	(503) 635-8026 lloydkostow@outlook.com 179 Oswego Summit

BPM Property Management Staff for Oswego Summit
BPM 1800 SW 1st Avenue Suite One
Portland, OR 97201

Dean Storm, MBA - Portfolio Manager (503) 334-2198
BPMinquiry@bpmmgmt.com

Jeff West, Maintenance Supervisor (503) 334-2198
BPMinquiry@bpmmgmt.com

After-hours Emergency (503) 850-2887

BPM website www.bpmmgmt.com

Oswego Summit website www.oswegosummit.org

HANDLING EMERGENCIES

Emergencies

1. Call 911 for Fire, Police and Medical Aid.
2. Fire Alarms in Oswego Summit hallways and outside front doors are NOT connected to the Fire Department, but only alert neighbors.
3. Fire Extinguishers are located:
 - In buildings 1-21, at the foot of the outside steps of the lower two-bedroom units and in overhead walkways.
 - In buildings 22-25, near stairwells on each floor.
4. Fire Hydrants are indicated by Blue Glass “Turtles” inserted in the nearby roadway.

Suspicious Activity

1. Report any suspicious activity first to the Police at 911; then to Property Management at (503) 635-4000 or to the after-hours hotline at (503) 796-9580.
2. Soliciting is not allowed on Oswego Summit property. If you are confronted with a solicitor, inform them that there is no soliciting allowed anywhere on the property and instruct them to immediately leave the property. If they do not leave, call the Police.

Power Outage

1. Call PGE at (503) 464-7777 or (503) 228-6322.
2. Check your unit’s circuit box to ensure all circuit breakers are in the ON position. For assistance call Property Management at (503) 635-4000 or the after-hours hotline at (503) 796-9580.
3. Open garage doors manually by using your emergency garage key.

Preventing Emergencies

1. See the Emergency Preparedness area of the BPM website.
2. Practice an escape route; consider buying fire proof escape ladders.
3. Remove lint from clothes dryers after each use.
4. Vacuum clothes dryer lint catcher and baseboard heaters.
5. Report burned-out fire escape lights to Property Management.
6. Do not obstruct red curb areas – they are reserved for emergency vehicles.
7. Do not burn holiday decorations, wrappings, or greens in your fireplace.
8. Do not leave candles burning or appliances operating when unattended.

RULES AND REGULATIONS

Access to Records – Documents are the property of the Association.

1. Unit owners may review their personal records and most Association documents on the website unless information is deemed confidential. Documents deemed confidential are outlined in ORS 100.489(9)(b) (2013).
2. Access to your on-line account and the association documents is provided by Property Management. Documents may also be requested via e-mail or phone call.
3. Unit owners are responsible for costs associated with their document requests being fulfilled.
4. Requested records will be provided within a reasonable time, or no more than 10 business days from date of request.
5. The Board may deny any request not made in good faith or deemed unlawful.

Access to Units

1. All unit owners must provide Property Management with a key to their unit, including one for any storm/security door.
2. Property Management or a Board Director may enter a unit, in case of emergency, to prevent damage to common elements or another unit.
3. The Board of Directors or Property Management reserves the right to enter a unit or limited common area for inspection and maintenance purposes.
4. 24-hour notice shall be given to the unit owner prior to non-emergent entry.

Animals, Pets

1. Traditional pets, such as dogs, cats, birds and fish, are permitted to be housed within units, not on decks or patios.
2. No livestock or household pets may be kept on the property for breeding or commercial purposes.
3. Pets must be registered on the Property Management registry form.
4. Total number of dogs and/or cats allowed is two per residence.
5. No pets are permitted to run at large. Pets must be restrained or on a leash when on the grounds.
6. Pet owners shall clean up after pets. If necessary, reasonable clean-up costs plus a fine for each violation will be charged to the unit owner. One witness reporting failure to clean up is sufficient to fine.
 - A. If a pet defecates on the property, the owner must remove the feces.
 - B. If the pet urinates on the building or other structures, the owner must rinse the area with clean water.
7. Repeated complaints about a barking dog will result in fines and/or request to remove the dog from the premises.
8. Feeding coyotes and feral animals is prohibited.
9. No bird feeders except for hummingbird feeders are allowed on Oswego Summit property. Birdseed and food draw rats.
10. Violation of these rules will result in fines billed to unit owners. (See Appendix for “Schedule of Fines”.)

Animal Safety

1. Pets should be licensed with Lake Oswego and tagged so they can be identified if lost or injured. (See Appendix for form.)
2. Balconies are not safe for unattended pets.
3. Unidentified cats may be captured and turned over to the Humane Society.

Cable Installation

1. Owners are responsible for cable installation.
2. If the cable company needs to make any modifications, the homeowner must contact Property Management to review and/or approve.
3. Property Management will involve maintenance when necessary.

Common Elements

Definition: The land, pathways, fences, grounds, carports, uncovered parking areas and unassigned spaces which do not bear a unit number on the Plans, areas marked on the Plans for trash receptacles; pipes, ducts, flues, conduits, wires and other utility installations to their outlets; roofs, foundations, bearing walls, perimeter walls, beams, columns and girders to the interior surface thereof; exterior surfaces of patios and decks; and all other elements of the buildings and property necessary or convenient to their existence, maintenance and safety or normally common use.

1. The Association maintains, repairs or replaces the common elements and areas. These costs are shared as common expenses.
2. Owners shall not interfere with maintenance or operation of common elements.
3. No illegal or offensive use may be made of the common area.
4. There will be no obstruction of the common elements.

Limited Common Elements

Definition: All patios and decks except for the outside exterior surfaces thereof and storage closets located on patios and decks; assigned carport parking spaces and garage areas, including storage areas within garages; enclosed stairwells leading from decks adjoining third floor units to decks adjoining second floor units (emergency exits); hallways, stairways, walkways, not within the unit, which provide access to specific units and storerooms.

1. Each storeroom shall be subject to an easement for location, operation, and maintenance of hot water tanks, meters, or fire alarm systems which may be located in the storeroom and which serves other units in the building.
2. When an owner expands their unit or living space (by adding an inside doorway or other structural changes) the owner shall be responsible to maintain and insure that area as if it were an extension of the unit. Documentation of additional insurance is to be provided to Property Management.
3. **Fire escapes:** In buildings 1 through 3, 5, 6 and 8 through 21, the enclosed stairwells between the two top units leading to a second floor deck are to be used for emergency situations only (such as fire). The landing and stairs are to be kept clear at all times and are not to be used for storage. Second floor decks are subject to easement for top floor units in emergency situations only.

Community Room Rental

1. Residents may rent the Community Room in the Recreation Building. (See Appendix for a copy of rental information and reservation form.)
2. A resident who has the key card must open the Recreation Building and remain throughout the function making sure everything is secured before leaving the building.

Concerns and Complaints

Residents can frequently resolve issues by first speaking personally to the offending party and providing them the opportunity to correct the issue and/or prevent further instances of it. For guidance, direction or assistance, contact the Property Management office at (503) 334-2198 or the after-hours emergency line at (503) 850-2887.

1. To report a complaint or concern, submit a written report (physical or electronic) containing the following information to Property Management and retain a copy for your records.
 - Date, approximate time, place and description of offending activity.
 - Date and approximate time the concern was discussed with the owner.
 - Statement that parties have not been able to resolve the matter and why not.
 - Dates and approximate times of continued occurrences.
2. Mediation may be attempted.
3. Association benefits or services may be suspended until a resolution is reached.

Decorations

1. No electric signs or lights, posters, cardboard or other materials may be placed on windows.
2. Nothing may be attached to the building siding or roof with nails or screws or in any manner that would compromise the building exterior.
3. Planters and pots may be placed on railings and deck outer walls only if they are designed in such a way as to prevent strong winds blowing them down. (See number 2 of this section.)
4. Holiday decorations may be up for a total of seven days around that holiday and from Thanksgiving through the first week in January.
 - A. Decorative outdoor lights are to be off between 11 p.m. and 8 a.m.
 - B. Turn off decorative lighting when not at home.
 - C. Outdoor lights must be made for outdoor use.

Decks and Railings

1. Keep deck and walkway drains clear of debris to prevent water accumulating on decks. If you are physically unable to do so, contact Property Management for assistance.
2. Remove piled snow from decks.
 - Do NOT use shovels with metal blades.
 - Take care not to dump snow onto people, decks, walkways, and shrubs below.
3. Decks and coated walkways require special care to maintain the waterproof warranty.
 - A. Patio/deck furnishings should have blunt tips or end caps to prevent puncturing the deck surface.
 - B. Decks should be swept weekly and cleaned monthly:
 - Use non-abrasive, low suds or biodegradable detergent, such as diluted Simple Green or orange peel based products. Rinse thoroughly with water.
 - Do NOT use abrasive or strong cleaning products, such as bleach.
 - Use soft bristles if power scrubbing.
 - If using a high pressure water blast it must not be greater than 1,000 psi at nozzle and a minimum distance of 24 inches from the surface must be maintained. Use a continuous back and forth motion.
 - C. Ice should be removed with chemical deicing materials.
 - Use calcium chloride, potassium chloride or magnesium chloride.
 - Do NOT use sand, aggregate or rock salt.
4. CAUTION: Plants in pots and planters may be placed on deck outer walls, walkway walls, and railings ONLY if they are in containers or brackets designed to prevent heavy winds blowing them down. These containers or brackets may not be attached with nails or screws.

Fencing

1. Fencing that appears on the original Oswego Summit Plans is a common element and is not to be defaced, damaged, altered or removed.
2. Owners desiring to erect a fence where none exists on the original Plans must apply to the Board and, once approved, the homeowner is responsible for the cost to have the Association install the fence.
3. Upkeep, repair and replacement of fencing will be done by the Association.

Fires: Open-Air Burning or Barbecues

1. All types of open flame outside of indoor fireplaces is not allowed.
2. Open flame and charcoal cooking are not allowed.
3. Cooking on propane grills on decks and patios is allowed if manufacturer's fire safety instructions are followed.
4. No more than one 5 gallon or three 16 oz. propane tanks may be stored on the deck or patio. None may be stored in garages or carports.

Fireplaces

1. If used, fireplaces are to be professionally inspected and cleaned annually. Property Management will arrange for inspections which will be paid for from the Association dues. Unit owners will pay for any necessary cleaning or repairs.
2. Fire wood is not to be stored on decks or patios. Insect-free wood may be stacked in garages.
3. Christmas trees and greens are to be taken to appropriate recyclers and not burned in fireplaces.

Garbage, Trash, Recycling

1. Garbage must only be stored in garbage dumpsters in the designated common areas and must be enclosed in a tied or sealed bag before being placed in the dumpster. Do not place garbage in recycling bins.
2. Garbage may not be stored in any unit or on Association property in such a manner as to encourage the spread of fire or vermin.
3. Labeled recycling bins are provided for residents' use. Only types of items pictured on the bins are to be placed inside them. (See charts in Appendix.)
4. Hazardous waste, including paint and oil, is to be disposed of by residents at approved sites off property.
5. Batteries and florescent bulbs will be recycled by Property Management when placed in receptacles at the front door of the Recreation Building.
6. Large items (i.e. appliances, tires, other vehicle parts, furniture, construction or home renovation materials) are NOT to be placed in dumpsters or recycling bins or left anywhere on the property.
7. Garbage and recycling storage areas are to be kept clean and free of debris. If the dumpster is too full to receive your waste, take it to a different dumpster near you and/or notify Property Management.
8. As a convenience to residents, special large dumpsters are brought on site in the spring and fall for residents to dispose of items not accepted in the garbage and recycling receptacles.

Insurance

1. Unit owners must maintain the following types of insurance:
 - A. **Property Damage Insurance** covering loss or damage from fire, with standard coverage and “all risk” endorsements which:
 - Provides **primary coverage** in the event of loss or damage to a unit;
 - Includes at least 100% or the current replacement cost of the owner’s unit and any connected limited common elements;
 - Includes all fixtures, improvements and alterations composing a part of the unit;
 - Is subject to a reasonable deductible.
 - B. **Liability Insurance** covering negligent acts of owner and tenant, their guests, or other occupants of the units for damage to the common and limited common elements and other units and personal property of others located therein.
 - Minimum limits of liability insurance are set by the Association Board of Directors no more than every 3 years.
 - Current minimum limits are \$300,000.
2. Owners and occupants may not do anything or keep anything that will increase the rate of insurance of Oswego Summit buildings or their contents without prior consent of the Board of Directors.
3. Owners and occupants may not permit anything to be done or kept in any area of Oswego Summit which will result in the cancellation of insurance coverage on any of the buildings or their contents, or which would violate the law.
4. Any person with knowledge of damage to a common area or personal injury resulting from fire or accident should promptly report it to Property Management.
5. The Association maintains the following types of insurance which is paid out of common expense funds:
 - Property Damage Insurance
 - Liability Insurance
 - Directors’ and Officers’ Liability Insurance

Landscaping - Professional landscaping services are provided by the Association

1. Do not contact the landscaping service directly; address questions and concerns to Property Management.
2. Owners who seek to change landscaping or place planters in common areas are to submit an Authorization Request (see Appendix) with:
 - The proposed plan;
 - A statement of agreement to the plan from immediate neighbors;
 - A letter to Property Management stating that if, for any reason, they can no longer maintain the area, they will change it back to its’ original state.
3. The Association is released from responsibility for any damage to owner modified planting that may occur during maintenance of the building and grounds.

Motor Vehicles, Garages, Parking

1. Vehicles are subject to TOWING without warning if they are:
 - Parked in a designated fire lane (red curb),
 - Blocking driveways or garages,
 - Obstructing traffic, or
 - Using another unit's reserved space or garage without consent.
2. All motor vehicles must be operational, licensed, and in compliance with State laws.
3. All motor vehicles must be registered with Property Management and display an Oswego Summit sticker.
4. Each unit is limited to two vehicles. One vehicle must be garaged or in a designated parking space. Residents having more than two vehicles will pay a monthly fee of \$50 per additional vehicle and park the additional vehicle at the Recreation Building. (See Appendix for "Authorization Request" form.)
5. Speed limit on the property is 10 miles per hour.
6. Guest passes are required for vehicles on the property for more than 48 hours. Contact Property Management for guest passes.
7. No trailer, motorcycle, truck, camper, boat or boat trailer, or other recreational vehicle may be parked on any portion of the property, except that with the consent of the Board of Directors, a unit owner may park such a vehicle inside a garage. Off-site RV parking may be available at an added cost through Mountain Park.
8. Garages are not to be rented out or used as living areas.
9. Garage doors are to be kept closed when garages are unattended.
10. Do not store flammable, combustible or explosive substances in garages or carports.
11. Garages are not to be used exclusively for storage.

Nuisances; Smoking; Improper, Offensive or Unlawful Activities

1. **Quiet hours are from 10:00 p.m. to 7:00 a.m.** Operation of the following are prohibited during quiet hours: vacuums, dishwashers, washing machines, dryers, and power tools.
2. Disturbing noises, including high volume electronics and high volume musical instruments are not allowed. Such sounds will be considered too loud if they can be heard and understood by persons of normal sensitivity within other units with doors and windows closed.
3. No exterior noise-making devices may be installed, i.e. speakers, wind chimes, etc.
4. Do not shake mops or rugs from upper decks or windows.
5. Use care when removing snow from upper decks; do not dump it on people, animals, lower decks or shrubs.
6. Do not toss refuse (i.e. cigarette butts, dead vegetation, garbage, etc.) from decks. Should items fall from your deck to an area below, please retrieve them.
7. Report illegal, dangerous or unsafe activities to authorities. Call 911 for Police or Fire emergency; call (503) 635-0238 for Police non-emergency dispatch.

Occupancy Information, Rental/Tenant Requirements

For business and emergency purposes such as fire, lost pets, illegally parked vehicles, insurance, etc., the Association requires updated information as to who owns and who occupies each of the units.

1. Owners are required to update a Unit Occupancy Information Sheet when there are changes and whenever requested to do so by Property Management.
2. The number of persons over the age of 2 years living in a unit cannot exceed two per bedroom.
3. Owners wishing to rent their unit must complete and submit a Non-Owner Occupancy Application to Property Management. (See Appendix for form and fines.)
 - Approval will be based on Oswego Summit maintaining a 75% owner occupancy ratio.
 - A rental request log is maintained by Property Management.
 - If a unit is not rented within 60 days of permission to do so, the owner will need to reapply for permission to rent and his name will fall to the bottom of the waiting list.
4. No unit may be partially leased or rented.
5. Garages and storerooms are not to be used as living spaces.
6. Leases or rental agreements shall be in writing and shall state that the unit owner is responsible for rule infractions. Tenants could be asked to vacate for rule infractions.
7. The Association may take additional legal action to remove tenants. All costs shall be assessed against the owners.

Property Management

Oswego Summit Condominium is managed by BPM, a professional property management company selected and directed by the Board of Directors. Property Management has been given responsibility for maintenance and upkeep of our buildings and grounds, enforcing the bylaws and rules, and day to day management of Oswego Summit Condominium.

1. Property Management staff may not be used by residents for private business or for the benefit of the owner unless the action benefits all owners and has the approval of the Board.
2. Use of office equipment is limited to Property Management office personnel and the Board of Directors for Association business.
3. Submit concerns or complaints regarding Property Management to the Board in writing, either physical or electronic.

Recreation – General

1. Skateboards, bicycles, roller skates, go-carts and other related recreational toys are not allowed on Association sidewalks, driveways, stairs or grounds.
2. Bicycle riding as transportation from a unit or garage to public access is allowed at rider's own risk.

Recreation – Pool and Spa

1. Pool Passes – Each unit owner or occupant must have with them a pool pass and each of their guests a pool guest pass. You may be asked to leave the pool area if you don't have a pass with you.
2. Pool and Spa Hours 5 a.m. – 10 p.m.
3. There is no lifeguard on duty.
4. Do not swim or use the spa alone.
5. No person under the influence of alcohol may use the pool or spa.
6. Take a cleansing shower before entering the pool or spa and after toileting.
7. Persons should spend no more than 15 minutes in the spa at any one session.
8. The following activities are not allowed in the pool and spa areas:
 - Running or rough play
 - Diving
 - Prolonged underwater breath holding
9. People who can't swim or are younger than 14 years must be accompanied by a supervising adult when using the pool or spa.
10. Clean up after yourself and your guests.
11. A swim diaper must be worn by pool or spa users who are incontinent or not toilet-trained.
12. Animals are not allowed in the pool and spa areas.
13. Furniture must be more than 3 feet from the edge of the pool or spa.
14. Plastic that could shatter and glass are not allowed in the pool and spa areas.
15. Do not use the pool or spa if you have an infection or communicable disease or if you have had diarrhea in the past 2 weeks.
16. Immuno-compromised individuals should use caution when using a public pool or spa.
17. Consult your physician before using the spa if you are pregnant or elderly; suffer from heart disease, diabetes or high blood pressure; or use prescription medications.

Repairs, Improvements, Alterations

1. No owner may make alterations which negatively affect the value of another unit.
2. All contractors must be licensed by the State of Oregon and bonded for working on residential structures. They must have either of the following Residential Endorsements:
 - A. Residential General Contractor (RGC)
 - B. Residential Specialty Contractor (RSC)
3. Do not make structural alterations to your unit before receiving Property Management authorization. (See "Authorization Request" form in Appendix.)
4. Detailed plans and, in some cases, engineering reports may be required to assure specific standards are maintained.
5. Additional monthly dues and insurance may be required.
6. **Floors**
 - A. **Floors** shall be professionally installed with sufficient insulation to provide protection against noise to other units. Noise transmission through floors should be no more than through padded carpeting. Floors that are insufficiently insulated may need to be covered in high traffic or offending areas.
7. **Doors**
 - A. **Entry doors** may be painted by owners if they wish to do so using the approved colors. Contact Property Management at (503) 635-4000 for the brand and name of the approved colors.
 - B. **Storm or security screen doors** may be added to entry doors by owners. The colors must be brown, black or tan. A key to this door must be given to Property Management in case of emergency need to enter.
 - C. **Addition of other doors or gates on decks or patios** must have prior Property Management approval.
 - D. Written approval from the Fire Marshall is required before installing a door on a deck that is subject to an emergency exit.
8. **Ceilings**
 - A. Owners may change their ceiling from the original acoustical surface. During subsequent repairs covered by the Association, the owner is financially responsible for any cost above what would normally be the cost for the acoustical surface. The Association is responsible for contractor charges that pertain to an acoustical surface. Owners may be asked to provide their own licensed and bonded contractor to perform the work. If so, the Association will reimburse only for the cost associated with an acoustical ceiling repair.
9. **Windows and Doors from Condo to Deck/Patio**
 - A. Window coverings will be beige or white when viewed from the outside.
 - B. Owners who purchased windows with white interiors and painted beige exteriors are responsible for maintaining the windows' exterior paint.
 - C. Repair and replacement of windows and doors must follow standards set during the 2015 repair project. Owners are to contact Property Management for requirements including installation, color and design.
 - D. Replacement windows and doors from condo to patio/deck must be installed with their nailing flanges intact and cannot be retrofit. Shingles will have to be removed

by a licensed and bonded contractor and replaced after installation with new shingles which must be treated to match the existing siding.

- E. Dry rot that is discovered during installations and results from a leaking window or patio/deck door or other element that is a maintenance responsibility of the unit owner will be replaced at owner's expense. Dry rot that is a result of leaking from a common element will be replaced by the Association.

Rules – Adding or Changing

1. The Bylaws and Rules Committee will meet as needed, and at least annually, to review rules to determine if they are current, relevant, effective, or need modifications.
2. Updates and amendments shall be handled as needed to avoid a complete rewrite of the rules.
3. Unit owners wanting a change or addition to these rules should submit written suggestions to Property Management. (See "Authorization Request Form" in Appendix.)

Satellite Dish Installation

1. Permission from Property Management must be obtained prior to satellite dish installation.
2. Owners are required to sign a liability waiver and accept responsibility for any damage caused by the installation.
3. Installations are to be on limited common area of the owners' deck or patio. Nothing may be installed on the side or roof of the building.
4. Dish size and color is to be consistent with others on the property. Painting may be required to minimize visibility.
5. A dish is to be removed and entry points repaired when property changes hands unless new owner has obtained permission to retain the current system.

Signs

1. **For Sale or Rent:** Real Estate signs must be of the approved type: 18"x24" oval with Mt. Park logo and must contain the unit number. A sign may be placed in the unit window or on a post near the unit entry.
2. **Open House:** Two temporary Open House signs may be placed, one at the entry to Oswego Summit and one near the unit, during the hours of the open house.
3. **Garage Sale:** Signs must conform to Mt. Park regulations and may be posted a maximum of 48 hours prior to the date of the sale.

Smoking

1. Smoking is allowed only inside units and on asphalt parking lots.
2. Smoking is not allowed on limited common elements, including patios and decks.
3. Smokers must clean up after themselves and properly and safely discard cigarette butts, packaging and other refuse.

Voting Methods

1. A vote may be cast in person, by absentee ballot or by proxy.
 - A. A PROXY transfers an owner's voting rights to another person and allows that person to represent and vote in their stead at Association Meetings.
 - B. An ABSENTEE BALLOT is for a specific vote of the owners called by the board, including votes in annual meetings and special meetings. The absentee ballot will list all options to be voted upon as specified below.

2. ABSENTEE BALLOT
 - A. An owner may request an absentee ballot once notice of the vote has been published. Each ballot will conform to Oregon law 100.427 paragraph 3 and shall include all required information:
 - a. An absentee ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.
 - b. All solicitations for votes by absentee ballot shall include:
 - 1) Instructions for delivery of the completed absentee ballot, including the delivery location; and
 - 2) Instructions about whether the ballot may be canceled if the ballot has been delivered according to the instructions.
 - c. An absentee ballot shall be counted as a unit owner present for the purpose of establishing a quorum.
 - d. Even if an absentee ballot has been delivered to a unit owner, the unit owner may vote in person at a meeting if the unit owner has:
 - 1) Returned the absentee ballot; and
 - 2) Canceled the absentee ballot, if cancellation is permitted in the instructions given under paragraph 2 of this subsection.
 - B. Absentee ballots must include the unit number and be signed by the legal owner.
 - C. A list of all absentee ballots issued will be kept and delivered along with all returned absentee ballots to the meeting for which it was solicited.

3. PROXY
 - A. A proxy may be given by a unit owner to any person to represent such owner at meeting of the Association.
 - a. Each proxy shall be in writing, signed and dated by a unit owner.
 - b. A copy of all proxies shall be filed with the Association Secretary or Manager. Copies may be sent to the Association electronically, by mail or delivered in person.
 - c. Proxy forms shall be available at the Oswego Summit office or for download on-line, but any otherwise valid proxy complying with 1, above, will be accepted.
 - d. In compliance with Oregon State condominium law (ORS. 100.427 2(a)(C)), a proxy will terminate one year after the date unless the proxy specifies a shorter term.
 - e. A proxy may be revoked by giving notice of revocation to the person presiding over a meeting of the Association.
 - f. A proxy automatically terminates upon sale of the unit by its owner.

- B. A unit owner may pledge or assign his voting rights to a mortgagee. Once the board of directors has received written notice of such pledge or assignment, the mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled hereunder and to exercise the unit owner's voting rights.

APPENDIX

Table of Contents

Authorization Request Form

Community Room Rental Request

- *Front of form:* Community Room Rental Request
- *Back of form:* Indemnification Agreement – Recreation Building

Direct Debit Authorization Form

Dog as a Public Nuisance ORS 609.095

Dog License Application - City of Lake Oswego

Fines Schedule

Maintenance and Indemnification Agreement – Alterations and Additions (2 pages)

Maintenance and Insurance Areas of Responsibility (2 pages)

Non-Owner Occupancy Application

Oswego Summit Volunteer Interest Survey

Recreation Building Access Cards for Renters

Recreational Facilities - Tenant Acknowledgement

Recycle Together

Recycling: Do Not Include

Transfer from Owner to Tenant – Notice to Tenant

Unit Occupancy & Owner Information Form (2 pages)

Authorization Request Form

Please complete form, attach requested information and return to Property Management

Unit Number: _____ Unit Owner(s) Name: _____

Date of Request: _____

Place an **X** next to the item for which you are requesting Property Management or Board of Directors approval:

Alterations or Additions to Condo Unit and/or Limited Common Element
Follow procedure listed in the Oswego Summit Condominium Rules and Regulations manual under "Repairs, Improvements, Alterations".

Landscape Changes
Follow procedure listed in the Oswego Summit Condominium Rules and Regulations manual under "Landscaping".

Parking of Additional Vehicles
Indicate the make, model and license plate number of the additional vehicle:

I agree to pay \$50/month for the space _____
Signature of requestor

Permission to Install Satellite Dish
Follow procedure listed in the Oswego Summit Condominium Rules and Regulations manual under "Satellite Dish Installation".
Owner is liable for all maintenance or damages caused by installation and/or alterations.
Signature of Owner: _____

Request for Rule Change or Addition
Attach letter quoting the current rule and either proposed change or proposed new rule with an explanation of reason for request.

Other: Attach request and explanation of reason for request.

Authorization Granted:

Authorization Denied:

Management or Board Member Signature & Date

Management or Board Member Signature & Date

Community Room Rental Request

215 Oswego Summit, Lake Oswego, OR 97035

Ph: 503-334-2198

email: bpminquiry@bpmmgmt.com

Date Requested:	Check-in Time:
Name:	Check-out Time:
Unit #:	
Phones:	Email:

What are you using room for?

Rental Rates:

Resident, Personal (6 hours)	\$50 + \$10 for each additional hour
Resident, Business (4 hours)	\$75 + \$25 for each additional hour
Outside Business (4 hours)	\$100 + \$50 for each additional hour
Refundable Deposit	\$100 (written on separate check)

These rates include set-up and clean-up time. Please plan accordingly.

Use beyond the reserved time will constitute an additional base rate rental fee.

Your reservation is for the Community Room and attached Kitchen and Bathroom. It does NOT include recreational facilities in the building.

Refundable deposit will be refunded to resident only if the Community Room, Kitchen and Bathroom are thoroughly cleaned and furniture is returned to its original layout prior to your leaving.

You are financially responsible for any damage done to the facilities. Do NOT prop the front doors open or put any holes in the walls. Failure to comply with the rental rules may constitute forfeiture of your deposit.

Rental fees, refundable deposit and application must be complete and in the Management office at least 14 days before the event.

Any person using or serving alcoholic beverages does so at their own risk and will hold the Association of Unit Owners of Oswego Summit harmless for any liabilities. This is a NO SMOKING facility.

I have read and agree to the above conditions:

Signature: _____ **Date:** _____

Indemnification Agreement – Recreation Building

215 Oswego Summit, Lake Oswego, OR 97035

Ph: 503-334-2198

email: bpminquiry@bpmmgmt.com

The individual(s), group or organization named below collectively hereafter identified as “User” hereby will indemnify and hold harmless the Association of Unit Owners of Oswego Summit, Board of Directors, individual unit owners and all management staff of the Association from any and all demands, claims, courses of action, fines, penalties, damages, judgments and expenses (including, without limitation, attorneys’ fees and court costs) incurred in connection with or arising from:

- a. The use or occupancy of all of or any portion of the Association recreation building, facilities or surrounding grounds by User or any person claiming under User,
- b. Any activity, work, or thing done, or permitted or suffered by User in or about the recreation building, facilities and grounds,
- c. Any acts, omissions, or negligence of User or any person claiming under User, or the contractors, agents, employees, invitees, or visitors of User or any such person,
- d. Any breach, violation, non-performance by User or any person claiming under User or the employees, agents, contractors, invitees, or visitors of User or any such person of any of the rules and regulations or bylaws of Oswego Summit Condominium or any law, ordinance or governmental requirement of any kind,
- e. Any injury or damage to the person, property, or business of User, its employees, agents, contractors, invitees, visitors, or any other such person entering upon the premises under the express or implied invitation of User, including such injury or damage resulting from or related directly or indirectly to the provision of or consumption of alcoholic beverages by User or any person claiming under User.

If any action or proceeding is brought against Oswego Summit Condominium, its Board, individual unit owners or Association staff by reason of any such claim, User, upon notice from Landlord, will defend the claim at User’s expense with counsel reasonably satisfactory to the Association.

This indemnification shall apply to User’s use of the Oswego Summit Condominium facilities on the following date and any incidents of claim prior to and after this date which are related to the use of the facilities on that date:

Date of event: _____

User, by signature below, hereby agrees to the indemnification as set forth above.

User Signature: _____ **Date:** _____

Printed Name: _____ **Address:** _____

Property Name: **Oswego Summit**
Owner Name: _____
Unit Address: _____

BPM HOA Management Direct Debit Authorization Form

I, _____ hereby authorize BPM HOA Management; to withdraw funds from the bank account listed below, for the purpose of paying monthly HOA dues. I understand BPM HOA Management will withdraw the full amount owing each month and will not accept partial payments. Any discrepancy between the amounts of withdrawal should be brought to the attention of the Portfolio Manager immediately. If an adjustment is needed, it will be reflected on the next monthly billing. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. Law.

This authorization will remain in full force and in effect until BPM HOA Management has received written notification from me of its termination in such time and in such manner as to afford BPM HOA Management and its bank a reasonable opportunity to act on it.

Signed: _____
Responsible Party

Date: _____

Requested Start Date: _____

BANK ACCOUNT INFORMATION – Please complete the information below

Routing Number _____

Account Number _____

Bank Name _____

Please indicate the appropriate type of account:

Savings Account: _____ Checking Account: _____

* Please include a copy of a voided check. We are not able to process your ACH request without this documentation.

* Please mail to BPM HOA Management 1800 SW 1st Ave. #1 Portland, OR 97201, or email to bpminquiry@bpmmgmt.com

Dog as a Public Nuisance ORS 609.095

- 1) A dog is a public nuisance if it:
 - a) Chases persons or vehicles on premises other than premises from which the keeper of the dog may lawfully exclude others;
 - b) Damages or destroys property of persons other than the keeper of the dog;
 - c) Scatters garbage on premises other than premises from which the keeper of the dog may lawfully exclude others;
 - d) Trespasses on private property of persons other than the keeper of the dog;
 - e) Disturbs any person by frequent or prolonged noises;
 - f) Is a female in heat and running at large;
 - g) Is a potentially dangerous dog, but is not a dangerous dog as defined in ORS 609.098 (Maintaining dangerous dog).
- 2) The keeper of a dog in a county or city that is subject to ORS 609.030 (Establishing dog control district) and 609.035 (Definitions for ORS 609.035 to 609.110 and 609.990) to 609.110 (Dog License Fund) maintains a public nuisance if the dog commits an act described under subsection 1) of this section. Maintaining a dog that is a public nuisance is a violation.
- 3) A keeper of a dog maintains a public nuisance if the keeper fails to comply with reasonable restrictions imposed under ORS 609.990 (Penalties for ORS 609.060, 609.095, 609.100, 609.169 and 609.405) or if a keeper fails to provide acceptable proof of compliance to the court on or before the 10th day after issuance of the order imposing the restrictions. If the court finds the proof submitted by the keeper unacceptable, the court shall send notice of that finding to the keeper no later than five days after the proof is received.
- 4) Any person who has cause to believe keeper is maintaining a dog that is a public nuisance may complain, either orally or in writing, to the county or city. The receipt of any complaint is sufficient cause for the county or city to investigate the matter and determine whether the keeper of the dog is in violation of subsection 2) or 3) of this section.

ORS 609.035 Definitions for ORS 609.035 to 609.110 and 609.990

- 5) Potentially dangerous dog means a dog that:
 - a) Without provocation and while not on premises from which the keeper may lawfully exclude others, menaces a person;
 - b) Without provocation, inflicts physical injury on a person that is less severe than a serious physical injury; or
 - c) Without provocation and while not on premises from which the keeper may lawfully exclude others, inflicts physical injury on or kills a domestic animal as defined in ORS [167.310](#) ([Definitions for ORS 167.310 to 167.351](#)).

CITY OF LAKE OSWEGO DOG LICENSE APPLICATION

1. Determine Fee (For additional fees go to: <https://www.ci.oswego.or.us/finance/dog-license-application>)

LICENSE RENEWAL	1 Year	2 Years	3 Years
Spayed/Neutered	\$18.00	\$34.00	\$48.00
Non-Spayed/Neutered	\$36.00	\$68.00	\$98.00

2. Rabies Certificate -- must be current and not past the expiration date

- Exceptions:* a) the dog is less than 6 months old; or
 b) the dog has received an exemption certificate from a veterinarian due to medical reasons.

3. For the reduced rate, a **certificate of sterilization** or bill as proof of same (*certification of spayed status on the rabies certificate is sufficient*)

4. Complete the **application form** (below)

5. Enclose **payment** by check or credit card, then mail or deliver in person to the address shown on the form below.



City of Lake Oswego
 Dog License Application
 380 A Avenue | PO Box 369
 Lake Oswego, OR 97034 (503) 635-0255
 License # _____

For City Use Only

Fee Paid \$ _____
 Sold by _____
 Prior Lic # _____
 Rabies Exemp _____

Spayed/Neutered Yes No

Breed: _____ Gender: Male Female Rabies Exp Date: ___/___/___

Dog's Name: _____ Color: _____ Dog's date of birth: (month/day/yr) ___/___/___

Primary Care Vet: _____ Phone #: _____

Owner's Name: _____ Mailing Address: _____

Home Address: _____

Home Tel #: (____) _____ - _____ Other Tel #: (____) _____ - _____

Check One

VISA MASTERCARD Amount of Payment \$ _____

Credit Card Expiration Month _____ Year _____ Signature _____

Fines Schedule

Article VII, Section 5(l) of the Bylaws of the Association of Unit Owners of Oswego Summit gives the Board of Directors the authority to adopt, modify or revoke rules and regulations governing the conduct of persons and the operation and use of the common elements.

It is strongly preferred that Unit Owners and Residents voluntarily correct any violation of Oswego Summit Rules and Regulations, Bylaws or Declaration without the necessity of fines or other formal action. Property Management or Board members may communicate with Unit Owners in writing, via email or by other means to affect a resolution of potential violations. In the event that these efforts are not successful in resolving a potential violation, the following formal notice, fines and communication process will be followed:

Unless noted below, violation of any **Rule, Bylaw or Declaration of Oswego Summit** will result in the following:

- 1st unresolved violation = warning letter with detail of violation, remedy required, length of time to remedy the violation, and possible fines if violation is not corrected.
- 2nd violation = \$50 fine
- 3rd violation = \$100 fine
- Continued offenses will result in an escalating fine of an additional \$50/month (i.e. \$150, \$200, \$250, etc.) until the violation is corrected.

Parking violations:

- 1st unresolved violation = warning letter with detail of violation, remedy required, length of time to remedy the violation, and possible fines if violation is not corrected.
- 2nd violation = \$100 fine
- 3rd violation = \$200 fine plus possible towing of vehicle at owner expense

NOTE: Vehicles parked in violation of the designated fire-lanes, blocking driveways or garages, using another unit's reserved space or garage without consent, or obstructing traffic are subject to towing (at owners expense) without warning.

Pets & Animals violations

- 1st unresolved violation = warning letter with detail of violation, remedy required, length of time to remedy the violation and possible fines if violation is not corrected.
- 2nd violation = \$100 fine, additional warning may be given
- 3rd violation = \$200 fine. May also result in final warning letter
- Additional offenses = an additional \$50/violation. Depending on the violation, removal of the animal from the property may be required.

Unauthorized leasing or rental of units

\$500 per month until corrected.

Notices of violation and any fines levied will include payment details. Unpaid fines may result in additional late fees being levied.

Owners have the right to appeal any violation and fines to the Board of Directors at their regular meeting provided they have contacted Property Management at least a week before the board meeting and requested being added to the agenda.

Maintenance and Indemnification Agreement – Alterations and Additions

Owner/Applicant Name: _____

Legal Description of Unit: _____

Alteration to: _____ Limited Common Area _____ General Common Area

Board Summary of Owner’s Request:

Pursuant to the hearing held on this matter, the Board of Directors of the Association of Unit Owners of Oswego Summit (“Association”) hereby approves owner’s request subject to the conditions and terms of this Agreement.

AGREEMENT:

1. **Maintenance.** If the approved structural alteration, improvement or addition is in or to common elements, such structural alteration, improvement, or addition shall be considered a part of the common elements of the Association. However, all maintenance, repairs and replacements of such approved structural alteration, improvement, or addition shall be the sole responsibility of the owner. In addition, any and all maintenance, repair or replacement expenses incurred by the Association as a proximate result of the construction, installation, placement, maintenance, repair or replacement of the approved structural alteration, improvement, or addition shall be the sole responsibility of the owner and such expenses shall be paid directly by the owner or shall be assessed against the owner and the owner’s unit.
2. **Indemnification.** Owner hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Association of Unit Owners of Oswego Summit, its board of directors, agents and employees, from and against any and all claims, losses, damages and expenses arising out of, or resulting from or relating in any way to the approval granted herein and the construction, installation, placement, maintenance, repair or replacement of the structural alteration, improvement, or addition approved hereby, including any and all claims, losses, costs, damages and expenses caused directly or indirectly by owner’s acts or omissions, including negligent acts or omissions, against owner or Association, its board of directors, agents and/or employees.
3. **Insurance.** Owner hereby agrees to insure the approved structural alteration, improvement, or addition and agrees not to make any claim to the Association’s insurer which in any way relates to the structural alteration, improvement or addition.
4. **Use of Limited common Elements as Living or Unit Area.** In the event the approved structural alteration, improvement or addition is for the effective extension of the living or unit area into the limited common elements pertaining exclusively to that unit, such owner hereby agrees to maintain and insure that entire area as if it were an extension of the unit. In addition, if the Association incurs or will incur any costs other than for normal maintenance, the board of directors may assess the unit owner in advance for such costs.

Maintenance and Insurance Areas of Responsibility

* indicates item listed in Exhibit A of Amended and Restated Bylaws of Oswego Summit (July 27, 2015)

ITEM	OWNER RESPONSIBILITY	ASSOCIATION RESPONSIBILITY
1. Exterior Siding & Trim		Repair, replace, paint, caulk Maintain insurance *
2. Gutters & Downspouts		Repair, Replace, paint, caulk, clean Maintain insurance *
3. Roofs, Roof Flashing & Decking Roofs		Repair, replace Maintain insurance *
4. Building Perimeter Wall Studs & Insulation		Repair, replace Maintain insurance *
5. Perimeter Wall Interior Sheetrock & Finish	Repair, replace, paint Maintain insurance	Maintain insurance *
6. Party Wall Studs		Repair, replace Maintain insurance *
7. Party Wall Sheetrock & Insulation	Paint Maintain insurance	Maintain insurance *
8. Building Ceiling & Floor Rafters		Repair, replace Maintain insurance*
9. Unit Interior Wall Sheetrock & Finish	Repair, replace Maintain insurance *	
10. Unit Interior Ceiling & Floors	Finish, sheetrock, insulation, sub floor Maintain insurance	Ceiling & floor rafters Maintain insurance *
11. Unit Fixtures & Finishes	Appliances, cabinets, plumbing fixtures, water heater, air conditioners, fans, floor coverings, window treatments, telephone, light fixtures and lamps Maintain insurance *	
12. Unit Doors & Locks – Exterior	Repair/replace door, door casing and locks Maintain insurance *	Paint, caulk, flash, exterior trim
13. Windows, Sliding Glass Doors & Screens	Repair, replace, paint, trim, caulk, and flash as instructed by Management. If Owner chose white trim windows, Owner will paint to match required external color. Maintain insurance *	Windows & sliding glass doors installed as part of 2015 Renovation Project will be maintained by Association until warranties expire.
14. Electrical	Unit outlets, switches, breakers, and light fixtures Maintain insurance *	Exterior outlets & fixtures, wiring from meters and panels to condo unit breakers and interior outlets Maintain insurance *

ITEM	OWNER RESPONSIBILITY	ASSOCIATION RESPONSIBILITY
15. Plumbing	Unit water shut-off valves, interior fixtures and hot water heater Maintain insurance *	Fresh water and waste lines to interior outlets Maintain insurance *
16. Decks & Patios – Limited Common Elements	Clean surface as instructed by Management Maintain insurance *	Repair, replace, paint Maintain insurance *
17. Hallways & Stairs – Common Elements	Clean as instructed by Management Maintain insurance	Repair, clean, paint Maintain insurance *
18. Sidewalks & Steps – Common Elements	Clean as instructed by Management Maintain insurance	Repair, replace, clean Maintain insurance *
19. Fireplaces & Chimneys	Clean, interior repairs Maintain insurance *	Replace chimney cap, exterior repairs Maintain insurance *
20. Elevators		Repair, replace, remodel Maintain insurance
21. Garages, Covered Parking and Lots	Repair/replace openers, clean garages Maintain insurance	Repair/replace doors Re-stripe, repair, replace and clean lots Maintain insurance
22. Pools & Spa, Pool/Spa Decks, Furniture & Equipment		Maintain, repair, replace, remodel Maintain insurance
23. Recreation Building		Maintain, repair, replace, remodel Maintain Insurance
24. Signage – Entry, Address, Street, Pool/Spa, Trash/Recycle		Repair, replace, refinish Maintain insurance
25. Fences		Repair, replace, refinish Maintain insurance
26. Common Area Trees, Flowers, Plants & Shrubs		Maintain, remove, replace Maintain insurance
27. Water & Smoke Damage	Damage to unit interior from unit or neighbor source Maintain insurance	Damage to unit interior (Association maintained components) from common area source Maintain insurance
28. Insect & Pest Control	Unit interiors	Unit exteriors: wood boring or stinging insects; animals

Association of Unit Owners of Oswego Summit
Non-Owner Occupancy Application

Please complete and return to:
BPM Management
bpminquiry@bpmmgmt.com

In accordance with the Rules and Regulations of the Association of Unit Owners of Oswego Summit, approved in October 2015, a Unit Owner shall submit this form to the Board of Directors for the purpose of securing approval for any lease/rental of their unit. Approval will be based on Oswego Summit maintaining a 75% owner-occupied ratio.

Name of Owner(s): _____

Unit Number: _____

Approximate Date Unit Will Be Rented or Leased: _____

Length of Lease or Rental Agreement: _____

Owner agrees that should the rental/lease of the property be approved by the Board of Directors of Oswego Summit Condominium, owner will:

- Inform prospective tenants of all rules and regulations of residing at the Oswego Summit Condominium, and
- Submit a new Unit Occupancy and Owner Information form to Property Management within seven (7) days of occupancy by tenant(s).

Failure of tenants to comply with the Rules and Regulations, Bylaws and Declarations of Oswego Summit may result in measures being taken by the Board of Directors and Property Management for the removal of tenant(s) in accordance with Article VII, Section 5 (h) of the Amended and Restated Bylaws of the Association of Unit Owners of Oswego Summit, recorded 9/8/2015.

Owner agrees to inform Property Management within seven (7) days of termination or expiration of rental or lease agreement with tenant. Subsequent rental or lease of same unit must be resubmitted to the Board of Directors for approval.

Owner Signature: _____ **Date:** _____

Owner Signature: _____ **Date:** _____

Oswego Summit Volunteer Interest Survey

You can help create the Oswego Summit of your dreams!

Please complete this survey ASAP and leave it at the Oswego Summit Office.

The Board of the Association of Unit Owners of Oswego Summit needs your help to make Oswego Summit what it can be, the best place to live in Mountain Park. We are developing committees to help us accomplish all that needs to be done to create this wonderful living environment.

VOLUNTEER INFORMATION (Date Updated: _____)

Condo Unit# _____

Owner _____ Tenant _____ Oswego Summit Resident? Yes _____ No _____

First and Last Name: _____

Phone Numbers: _____

Email Address: _____

Mailing Address: _____

Availability: **WeekDAYS:** Mornings _____ Afternoons _____ Evenings _____

WeekENDS: Mornings _____ Afternoons _____ Evenings _____

One-session to one-day **Spot Projects** _____

Your volunteer **interests and dreams** for Oswego Summit:

Your **expertise and experience** related to volunteer interests:

Additional comments (Please add a page if you need more space.):

We would like to develop the following committees. Some will be created at a later date. A lot depends on Oswego Summit's current needs and the volunteers who respond. A Board Director will act as Liaison between each committee and the Board. The Board will select committee chairs and members from those who volunteer.

Please mark any committees for which you wish to volunteer.

Governance

Bylaws and Rules ad hoc Committee

Elections ad hoc Committee

Mediation ad hoc Committee

Community Relations

Communications Committee

Common Courtesy Committee

Hospitality Committee

Common Areas

Landscape Committee

Grounds Upkeep Committee

Finance

Finance Committee

Financial Review ad hoc Committee

Taskforces

Renovation Project "Plan B" Taskforce (ad hoc)

Recreation Building

Recreation Building Committee

Safety & Preparedness

Safety & Preparedness Committee

Association of Unit Owners of Oswego Summit
Recreation Building Access Cards for Renters

Please complete and return to:

Property Management
215 Oswego Summit
Lake Oswego, OR 97035
Phone: 503-334-2198 Email: bpminquiry@bpmmgt.com

To: Owners of Rental Property at Oswego Summit

As an Owner, you are ultimately responsible for the actions of your tenants and their guests. The Board agreed that owners of rental units should purchase the Recreation Building Access Cards for their renters. The cost of an access card is \$20.00. If desired, you can collect a deposit from your renter, giving you some assurance that they will be responsible for the card.

We must have a current "Transfer from Owner to Tenant – Notice to Tenant" form and "Unit Occupancy & Owner Information Form" on file before we can issue the access card. The transfer of rights form must indicate the length of the lease. At the end of the lease period, we will close access to the facilities. Month-to-month leases will be reviewed individually. We regret that without these documents, we cannot issue a card.

You do not have to buy the card personally. Upon your request and signature on the enclosed forms, your tenant can purchase the card in your name. It will become your card and when your tenant vacates the unit, you will be responsible for collecting the card and refunding any deposit. You will be held liable for all activities and damages occurring when your card allows entry to the facilities. If for any reason you wish to deny your tenant access to the facilities, please notify the office in writing.

The Board is confident that this system will make the facilities safer and less costly to maintain. That will benefit everyone.

If you have any questions, please do not hesitate to call BPM Management:
503-334-2198

Print Owner Name:	Unit Number:
Owner Signature:	Date:

Recreational Facilities - Tenant Acknowledgement

The Oswego Summit Recreational Facilities are comprised of: the Exercise Room, Pool and Spa areas, Sauna, Showers and Bathrooms. The general rules for use of these recreational facilities are taken from the Rules and Regulations of Oswego Summit and are summarized as follows:

1. Recreational Facilities are limited to the use of unit owners, their tenants and invited guests.
 - a. Guests must be accompanied by the unit owner or tenant.
 - b. The number of guests of the owners of any one unit at any time may not exceed three.
 - c. Minors under 14 years of age must be accompanied by a responsible person capable of assistance in the event of injury or incapacity.
2. Management reserves the right to ask for identification of those using the facilities.
 - a. To have access to recreational facilities, you must have the following current forms on file: Unit Occupancy form, Vehicle Registration form, and Transfer of Rights form
 - b. You will be locked out and denied access if your unit is in collections.
3. You may not prop the doors open in any manner.
 - a. The lock will identify your unit.
 - b. You will be liable for allowing entry to the facilities by unknown individuals who cause damage and you will be responsible for such damage.
 - c. You will be locked out for future use.
4. All facilities are used at the risk and responsibility of the user and the user shall hold the Association harmless from damage or claims by virtue of such use.
5. All applicable state and local health rules concerning pools and spas will be followed.
 - a. Using the spa is not recommended for small children or those with health problems.
 - b. Persons who are incontinent or not toilet trained must wear a swim diaper to use the pool or spa.
6. Alcohol and tobacco products are prohibited from the recreational facilities.
7. Recreational facilities will be used for the purposes for which they were designed.
 - a. They may not be abused, over-crowded, vandalized or operated in such a way as to prevent or interfere with their permitted use by others.
 - b. Boisterous, rough or dangerous activities or behavior is prohibited.
8. Management personnel may summarily eject a person from a recreational facility for violation of these regulations.
 - a. The ejected person will be suspended from the use of such facility until the time for notice and hearing concerning such violation, and thereafter, suspended for the period established following such hearing.

I have read these rules and agree to abide by them. I understand the Association may restrict my use of the recreational facilities if I do not comply with these rules.

Print Name:	Unit Number:
Signature:	Date:

Recycle together in your cage



503-636-3011
republicservices.com



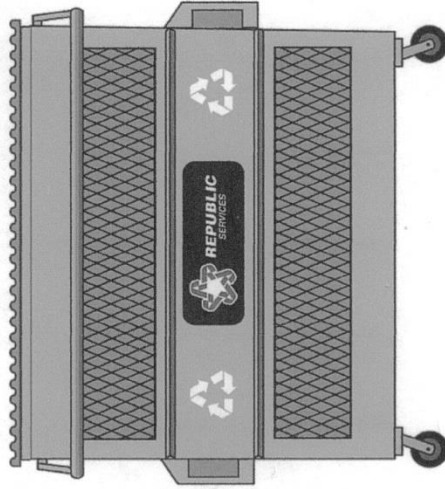
MIXED PAPER, CARDBOARD & CARTONS

Junk mail, office paper, newspapers, phone books, magazines, catalogs, cereal & cracker type boxes, shredded paper in a paper bag, milk, juice and soup cartons (rinse and drain).

.....



INCLUDE ONLY THESE ITEMS.
CLEAN RECYCLABLES ONLY, PLEASE.



METAL CANS, FOIL & SCRAP METAL

Clean cans, foil, pie plates & trays, empty aerosol spray cans, scrap metal 30 lbs and less and no longer than 30 inches.

PLASTICS BOTTLES, TUBS & BUCKETS

Clean Bottles and tubs, six ounces and larger, buckets five gallons or smaller, rigid nursery pots 4" across and larger.

Glass on the side

CLEAN glass bottles and jars go in a SEPARATE container.

NO light bulbs, plates, glassware, cookware, vases, mirrors, picture frame or window glass.

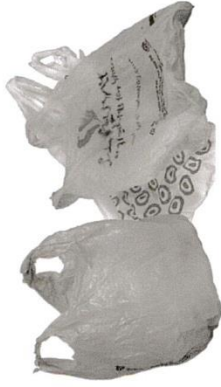


Why can we only recycle certain materials in our recycling container?

The materials listed here are included because they have steady, reliable markets – in other words, manufacturers want these materials.

Do Not Include:

Items not recyclable in our program.



PLASTIC BAGS & PLASTIC FILM



FROZEN FOOD BOXES



PAPER PLATES & PIZZA BOXES



COFFEE CUPS



Non-recyclable paper: Many of these contain wet strength, an additive, which does not allow paper products to break down in the pulping process.

Other examples: pet food bags, paper towels, napkins and tissues.



STYROFOAM & PEANUTS



TO-GO CONTAINERS, CUPS, PLATES, UTENSILS & CLAMSHELLS



Non-recyclable plastics: These plastics have limited or no demand by manufacturers.

Other examples: blister packaging, bioplastics, lids, motor oil bottles and hazardous material containers.



Find a recycler

For the materials not included:
Metro's Recycling Hotline 503-234-3000
www.oregonmetro.gov/findarecycler

Free assistance for businesses

To receive a free waste review, request recycling boxes or an employee presentation, contact Clackamas County **Recycle at Work**.

Phone 503-557-6363

Email wasteinfo@clackamas.us

Web clackamas.us/recycling



Association of Unit Owners of Oswego Summit
Transfer from Owner to Tenant – Notice to Tenant

***Please complete and return to:
BPM Management
bpminquiry@bpmmgmt.com***

As a condition of an Owner's right to lease a unit in Oswego Summit Condominium, the Association of Unit Owners of Oswego Summit requires:

- The tenant complete a Unit Occupancy Information Form, and
- The owner to furnish a copy of the Rules and Regulations of the Association to the tenant.

All tenants are required to comply with the provisions of:

- The Rules and Regulations of the Association of Unit Owners of Oswego Summit,
- The Bylaws of the Association of Unit Owners of Oswego Summit,
- The Declaration of Oswego Summit Condominium, and
- Certain provisions of the Oregon Condominium Act.

Copies of these documents will be furnished to you upon request. Notice will be given to you for any violation of the provisions of these documents. Violations will first be acknowledged by a written warning. A copy of the written warning will also be sent to the Unit owner. If the violation continues, a fine will be imposed.

Attached is a copy of the Association's Rules and Regulations and a Unit Occupancy Information form which must be kept on file with the Property Manager. If you have not yet completed the Unit Occupancy Information form, you should do so at once. The Rules and Regulations of the Association require that such information be furnished to Property Management within 30 days after a change of occupancy.

Property Manager Signature: _____ Date: _____

Unit Owner Signature: _____ Date: _____

TENANT:

Print Name: _____ Unit Number: _____

Tenant Signature: _____ Date: _____