

**HOUSE RULES**  
**PARK PLACE CONDOMINIUMS**  
**48 Eagle Crest Drive**  
**Lake Oswego, OR 97035**

Attached are House Rules which have been formulated for the Park Place Condominium. These rules while lengthy are necessary to preserve a pleasant living environment, to protect your investment, and to control maintenance costs.

These rules complement and are in accordance with those of the Mountain Park Homeowners' Association. Please familiarize yourself with those rules as well. Copies are available in the MPHA office at the Recreation Center.

Living in close proximity with others requires consideration and a sense of responsibility for your actions. Making Park Place a pleasant place for all who live here requires the help and cooperation of all owners and residents.

It is vital that each homeowner who observes an infraction of the rules call the infraction to the attention of the person(s) violating the rules. Serious or repeated violations should be brought to the attention of the Property Manager (Excelsior) or the Board of Directors.

**AUTHORITY**

Pursuant to ARTICLE XXII of the Association's Declaration, the following House Rules were adopted by the Board of Directors on October 18, 1988 and are effective as of January 1, 1989.

House Rules taken from the Association's Declarations are noted by quoting the appropriate paragraph (ARTICLE VII, Statement of Purposes, Use and Restrictions) in bold type. The full wording from the Declaration shall apply.

## **RULES ENFORCEMENT FEES**

A Rules Enforcement Fee of \$10.00 shall be levied against a unit and the owner thereof if the violation is not cleared within thirty (30) days of the date of the notice, unless otherwise stipulated herein. Thereafter, a further fee of \$3.00 per day shall be levied until the violation is corrected. Once the Rules of Enforcement Fee reaches the amount of \$100.00, a lien will be filed against the unit of the owner and/or resident who has violated any rules. The owner of any unit will then be responsible for the costs of filing the lien and any legal or other costs connected herewith.

Any owner receiving notice of an infraction of any rule, or of any provision of the Declaration, Bylaws or Condominium Act, who believes no violation occurred, may submit a written explanation to the Board of Directors, c/o Excelsior Property Management, 4 SW Monroe Parkway, Suite G, Lake Oswego, OR 97035. Such explanation must be received no later than the date stated on the notice. Any owner who provides a written explanation shall have an opportunity for a hearing before the Board of Directors and no fine shall be imposed until the hearing is held.

## **PROCEDURE FOR ASSESSMENT OF RULES ENFORCEMENT FEES**

1. The Board of Directors has authorized the Property Manager (Excelsior) to enforce the rules unless a particular provision indicates otherwise.
2. Violations of the rules will be reported to the Property Manager in writing and signed by the complainant. The Property Manager will confirm the violation and act immediately to correct it.
3. If the Property Manager confirms the occurrence of the violation, written notice will be given to the unit owner responsible.
4. The first notice of the violation will be regarded as a warning. If the identified violation occurs a second time within three months, the applicable fee will be levied against the owner involved.
5. Enforcement fees incurred by the unit owner will be collected as delinquent assessments according to the terms of the Act and Declaration.

## **COMPLIANCE**

These House Rules are intended to comply with the provisions of the Declaration and Bylaws of Park Place Condominium, which are incorporated herein and to supplement the provisions of those documents. In case of any conflict between the provisions hereof and the Declaration and/or Bylaws, the provisions in the Declaration and/or Bylaws shall apply.

## **DEFINITIONS**

**RESIDENT** – An owner or tenant residing in the complex. Renters and guests are subject to the same rules that apply to homeowners.

**COMMON AREA** – The entire project excepting all of the units, including the building exteriors, mailbox area, landscaping and trash dumpster areas.

## GENERAL RULES

NOISE – Excessively loud noise is discouraged in the common area or inside units when it would disturb other residents (e.g., loud talking, horseplay, loud parties, television, stereo, musical instruments, etc.). Likewise, outdoor noise shall not be discernable inside a unit during quiet hours.

QUIET HOURS – Quiet hours shall be observed between the hours of 10:00 p.m. and 7:00 a.m. Electric appliances, washers, dryers, dishwashers, garbage disposals and vacuum cleaners should not be operated during quiet hours.

OFFENSIVE ACTIVITY – (ARTICLE VII, B.6.) No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

COMMON AREA – (ARTICLE B.2.) There will be no obstruction of the common elements nor shall anything be stored in the common elements without the prior written consent of the Association of Unit Owners except as is otherwise provided herein. There shall be no parking or placing of baby carriages, playpens, bicycles, toys or other personal property in any part of the common area.

DEBRIS – Residents are responsible for keeping patios, balconies, unit entry areas and common areas free of debris, litter or any unsightly collections of personal property, including pet feces or recreational objects. Cigarettes, cigars and smoking materials shall not be extinguished or thrown in parking areas, walkways or other common areas; nor shall any cigarette, cigar or other smoking materials or garbage be thrown from any window, deck or patio of a unit.

EXTERIORS – (ARTICLE VII, B.4.) No unit owner shall cause or permit anything (including, but not limited to, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang, be displayed or otherwise affixed to or placed on doors or outside walls without the prior written consent of the Board of Directors.

STRUCTURAL INTEGRITY – (ARTICLE VII, B.7.) Nothing shall be done in any unit or in, on, or to the common elements which will impair the structural integrity of the buildings or any part thereof or which would structurally change the building or any part thereof as is otherwise provided in the Declaration.

SIGNS - Any signs posted by residents, or their agents, must conform to Mountain Park Homeowners' Association restrictions.

INSURANCE LIABILITY – (ARTICLE VII, B.3.) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the building or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the association of unit owners. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority.

WATERBEDS – Waterbeds are permitted only after furnishing proof of insurance to the Property Manager and obtaining prior written approval from the Board of Directors.

WOOD STOVES & HEAT EXCHANGERS – These rules shall apply:

1. All unit owners whose fireplaces have woodstove or heat exchanger additions shall furnish to the Board of Directors a written statement from a qualified Board-approved authority that such addition is safe to install in the unit.
2. Beginning January 1, 1989, owners wishing to make such installations must secure the advance permission of the Board of Directors. Installation may not begin prior to receiving the Board's approval. The Board must be furnished with the statement of safety mentioned above before it can act on the owner's request.
3. The Board of Directors reserves the right to require additional flue cleanings for woodstoves or heat exchanger installations. These cleanings will be at the owner's expense.

FIREWOOD STORAGE – Firewood must be stored in an out-of-the-way place such as inside a garage or on a concrete area. The wood may not be stacked directly against the siding of the building or an interior wall or on wooden decks.

SAFETY – Unsafe conditions or activities in any area are prohibited. Access to roofs is limited to maintenance personnel only.

RESIDENTIAL USE – (ARTICLE VII, B.1.) No part of the property shall be used for other than residential and the related common purposes for which the property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose. Rental of a unit is allowed for a period not less than one month.

LEASING AND RENTAL OF UNITS – All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the House Rules, Declaration and Bylaws of the Association, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. No unit may be rented or leased for a period of less than one month. There is no restriction on the right of any unit owner to lease or rent his unit.

RENTALS VACANCIES – A unit owner or his agent shall promptly notify the Board of Directors or Property Manager when the unit is unoccupied.

RENTERS HOUSE RULES – Residents, non-resident owners or agents who rent, loan, or otherwise permit occupancy of units shall deliver a copy of the House Rules to the renter. The unit owner shall assume responsibility for the acts or omissions of the agent or the occupant of the unit.

VEHICLES – All vehicles must be operable and currently licensed at all times. No disable vehicles may be parked on the condominium property beyond a seven-day period.

PARKING – The following rules shall be in force:

1. (ARTICLE VII, B.12.) No trailer, motorcycle, truck, camper, boat or boat trailer, or other recreational vehicles may be parked on any portion of the condominium, except that with the written consent of the Board of Directors a unit owner may park such vehicle inside a garage.

2. Each unit has been assigned one or more garages. Unassigned parking spaces shall be occupied on a first come, first served basis for residents only. Residents should ask visitors to park on the street. Vehicles parked in unauthorized places may be towed at the owner's expense without prior warning other than these House Rules. Unauthorized places are all areas other than marked parking spaces.

3. All residents are required to furnish their vehicle license numbers and descriptions to the Board of Directors within thirty days of occupancy of a unit.

#### TRASH –

Use of Dumpsters – No part of any unit or any part of the common or limited common elements shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the property except in sanitary containers in the designated areas.

Pet Trash – All pet trash (sand, litter, paper, etc.) shall be wrapped with extra care before being deposited into garbage containers.

Flammable Materials – No flammable materials, including but no limited to paint, paint thinner, solvent, gasoline or other combustible materials shall be put into garbage containers.

Cardboard Boxes – All cardboard boxes shall be broken down before being deposited in the garbage containers. No cardboard boxes may be placed adjacent to the garbage containers for pick-up.

PETS – (ARTICLE VII, B.5.) No animals or birds of any kind shall be raised, bred or maintained in any unit or in the common elements, except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the association of unit owners provided that they are not kept or bred for any commercial purpose; and provided further that any pet causing or creating a nuisance or disturbance shall be permanently removed from the property upon ten (10) days written notice from the association of unit owners.

Control of Pets – Dogs shall be on a leash no longer than eight (8) feet at all times when in the common area. Dogs may not be left tethered and /or unattended in the common area at any time. Residents or guests must maintain positive control over their pets in all areas of the buildings or grounds.

Pet Debris – Owners shall be responsible for removing and disposing of their dog's excrement immediately, without exception.

Damage Caused By Pets – Any damage caused by a pet to the common elements shall be the full responsibility of the pet's owner. In the event the damage is caused by a tenant's pet, the unit owner shall be held responsible. Any damage caused by cleaning chemicals or other such materials used in the attempt to remedy such damage shall also be the full responsibility of each pet owner (or unit owner, as specified above), who shall pay the full cost of restitution or removal or replacement of such damaged items.