

West Oaks Condos House Rules

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Welcome to West Oaks Condominiums

Introduction

Condominium living places a large number of people in a relatively small place. The advantages of condominium living are challenged when attempting to provide the same level of personal freedom available to those living in a single-family detached dwellings. As a result, condominium living requires a great deal of respect for the needs and rights of your neighbors as well as certain rules and regulations. The rules and regulations contained in this booklet are designed to maintain the high quality of living we expect at West Oaks Condominiums and are necessary for the preservation of a pleasant living environment, as well as for the protection of your investment and the control of maintenance costs.

The house rules and regulations were formulated for the West Oaks Condominiums in accordance with the Condominium Declaration and Bylaws. The Board of the Association, in accordance with the Bylaws, may supplement these rules and regulations from time to time as may be deemed necessary for the administration, safety, care and cleanliness of the complex, and for serving the health, comfort and convenience of all owners. These rules are a necessary part of any community.

We have a wonderful property and it will remain that way only with your help and cooperation. Living in close proximity with others requires consideration and a sense of responsibility for your actions. You have the responsibility of knowing and obeying the community rules. You are responsible for informing your renters, guests and neighbors of the rules.

The rules and regulations are controlled by you, the homeowner, through your elected Board of Directors and various committees. The extent of your participation or membership in these committees will directly affect the quality of life here at West Oaks Condominiums.

The Board of Directors has the responsibility of enforcing these rules and regulations, and we hope you will cooperate with them fully. If you have any questions about these rules, homeowner's responsibilities, maintenance fees, payments, or other Association business, please contact the Community Manager.

Scope of Rules and Regulations

The rules and regulations, as presently adopted, apply not only to the owners and tenants of West Oaks Condominiums, but also to any of their families, temporary residents and/or guests. Each owner and tenant is responsible for making sure his/her family and guests follow the West Oaks Condominiums Rules.

These rules and regulations have been adopted by the Board of Directors. Amendments to these rules may be enacted in accordance with the Declaration and/or Bylaws

Responsibility

Who is responsible?

With the complexity of our community, the question of who is responsible for resolving problems or implementing change is often a difficult question to answer.

Since this is a community of which you are a member, ultimately the responsibility is yours.

Your responsibility is three-fold. First, you have the responsibility of knowing and obeying the community rules. Second, you are responsible for reminding your guest and neighbors if they are breaking the rules. Finally, you are responsible for notifying the appropriate group of any problems, or ideas for improvement.

Board of Directors

The Association of Unit Owners of West Oaks Condominiums is a non-profit corporation. Its governing laws are covenants, conditions, and restrictions found in the Condominium Declaration and Association Bylaws and rules, regulations, resolutions and general information adopted by the Board of Directors.

Your Board of Directors is an elected body of three or five homeowners charged with the responsibility of the management and operation of the West Oaks Condominiums.

The Board of Directors typically meets periodically (location to be determined no later than 72 hours prior to meeting.) The first fifteen minutes of the meeting is devoted to the homeowner's forum. The homeowners are invited to attend either the forum or the full meeting; however, homeowner participation is limited to the homeowner's forum. Any deviation from the aforementioned day or time will be posted no less than 72-hours prior to the original meeting date.

During the homeowners forum, homeowners and residents are invited to address questions, concerns, and ideas to the Board. Once the Board meeting is called to order, the meeting shall not be interrupted from the floor.

In addition to the Board, there are a variety of committees designed to handle specific areas of community life. These committees include but are not limited to:

- Social Committee
- Architectural Committee
- Rules Committee
- Grounds Committee
- Garbage & Recycling Committee
- Communications Committee

The Board appoints the Chairperson of the committee and committee members.

Membership on all committees is open to all interested residents. Your interest and participation in these committees is your way to ensure that West Oaks Condominiums is a community in which you can take pride.

The Annual Homeowners meeting is held in an appropriate location that the Board of Directors may designate. The annual meeting is for the purpose of electing the Board of Directors and for the transaction of other Association business. Owners will receive a notice not less than 10 days or more than 50 days to the date of this meeting.

Community Manager

The Community Manager is responsible for the accounting of monthly homeowner fees and record keeping of all homeowners.

The Community Manager is the community management service employed by West Oaks Condominiums to carry out the operational policies of the Board including, but not limited to, communications, grounds maintenance, building exteriors, garbage and recycling, and water and sewer.

Community Manager:

Community Management Services (CMI)

2105 SE 9th Avenue

Portland, OR 97214

Office: 503-233-0300

Brad Atchley is our Community Manager

Direct Line: 503-445-1213

Brad's assistant is Katie Kellogg

Direct Line: 503-445-1204

CMI also provides an after-hours emergency service. Should a non-life threatening emergency occur, contact CMI immediately at **503-233-0300**. In the event of an after hours emergency, CMI has a 24 hour answering service. Simply call 503-233-0300, (press), tell the answering service the situation, and the on-call manager will be paged and will return your call.

If you ever have any questions about these rules, homeowner's responsibilities, maintenance fees, payments, or other Association business, please call the Community Manager.

Cooperation & Communication

Living in a close proximity with others requires respect for the others and a sense of responsibility for the individual actions. We have a beautiful complex. It will remain that way only with the help and cooperation of all residents.

Cooperation includes: voluntary compliance with rules; attempting to address and resolve incidents of noncompliance in a courteous and informal fashion prior to filing a complaint; submitting suggestions and recommendations for amendment of the rules to the Board, and bringing security and maintenance concerns and suggestions to the attention of the management company and the Board.

Applicability

A unit owner is responsible for his/her own conduct, the conduct of those who reside with the owner, the conduct of owner's guests and the conduct of owner's tenants. The board may take legal action against the owner if the tenant violates the provisions of the governing documents. All costs associated with implementing this process will be charged to the owner.

All unit owners must provide the Rules, Regulations and General Information booklet to their tenants.

Homeowners Association Fees

Homeowner Association fees are due and payable on the first of each month and will be considered delinquent if not received in the office of the Community Manager by the tenth of each month.

A late fee of \$25.00 will be levied against the unit owner for past due accounts (monies received after 10 days of payment due). This fee is applicable for each violation.

This late fee charge will be treated in the same manner as an assessment and/or maintenance charge and will be collectible through procedures established by the Board of Directors. (Refer to Bylaws)

If accounts remain unpaid for a period of ninety days, the account will be referred to the Associations attorney for collection of the amounts due, which may include filing a lien against the delinquent owner's property.

Your Homeowners Association fees include, but are not limited to:

- Garbage
- Water and Sewer
- Grounds Maintenance
- Common area condominium insurance
- Common area condominium electricity
- Maintenance and repairs of common elements
- Reserves for major repairs
- Management Services
- Administrative costs and services

Rules Enforcement Fee Policy

Any unit owner allegedly in violation shall be notified in writing by the Community Manager of the specific violation, correction requested and length of time to effect correction and consequences of noncompliance.

Fines may be levied for:

- Rules Violation
- Animal violation or complaints
- Late Fees
- Excessive noises (television, stereo, guest gathering, etc.)
- Move in/out damage
- Parking violations
- Failure to provide completed owner/tenant information sheet
- Failure to comply with provisions of the Declaration and/or Bylaws

Fines due immediately will be as follows:

- First written notice is a warning
- Second written notice - \$75
- Third written notice - \$150
- Fourth written notice - \$250

Fines imposed for violations of City/County ordinances (i.e., parking in fire lanes, handicapped areas, etc.) will incur a \$15.00 daily fee until violation is corrected.

This fine structure applies to all rules and regulations unless noted differently in this booklet.

Opportunity to be heard:

Oregon Revised Statutes (ORS) 100.405 (4)(k) requires that the Board give the owner an opportunity to be heard before a fine is imposed.

In compliance with Oregon State statutes, a homeowner will be given the opportunity to be heard by the Board of Directors, relative to the alleged violation and prior to being assessed a fine. If the homeowner fails to request a hearing, ignores or gives up the right to a hearing, or misses the hearing date set by the Board of Directors, the fine policy above will be enforced.

Owners are advised that the purpose of this hearing is to determine whether a violation occurred. Hearings give the owner an opportunity to demonstrate that the complained of violation did not occur. The Board will determine if a modification to the established procedure is appropriate in this specific case.

Owner/Tenant Information

Owners, absentee owners and tenants are requested to maintain on file with the Community Manager a completed copy of the Owner/Tenant Information Form. Any changes affecting the accuracy of the information originally provided must be reported to the Community Manager. One copy of the form is in the back of this booklet. Additional copies may be obtained from the Community Manager. When changes occur, the Owner/Tenant Information Form must be completed and returned to the Community Manager within 1 week. This information is vital in the event of an emergency. Failure to provide this information will result in a \$25.00 fine. Additional fines may be charged at the discretion of the Board of Directors.

No unit owner may lease or rent for transient or hotel purposes, or rent their unit for a period of less than thirty days.

The unit owner shall provide the name and contact information of the tenant to the Community Manager within 1 week.

All rental unit leases shall be by written agreement. The lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Bylaws and Rules, and the failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease.

Owners who have rented their condominium units should be aware that they are responsible for the actions of their tenants. Fines imposed for rule violations accrue against the unit owner, not the tenant. Tenants are required to abide by both the Condominium Rules and Regulations and the Declarations and Bylaws. It is the owner's responsibility to keep their tenants informed of these rules and any amendments to these rules.

Insurance

Each unit owner shall be responsible for obtaining and maintaining property and liability insurance at his/her own expense covering his/her property not insured by the Association and against his/her liability not covered by insurance of the Association.

Pursuant to the bylaws, no owner shall permit anything to be done or kept in his/her unit in the common elements that may result in an increase in the cost of insurance or cancellation of insurance on any unit or any part of the common elements. If this is discovered after an event, which leads to a claim, the unit owner may be responsible for all damages incurred.

Neither the Community Management Company, the Board of Directors, nor the Association shall be responsible for personal property or deliveries left in the common areas and the facilities of any other places on the premises, or for any article left with individuals employed by the Community Management Company.

Note: The Homeowner Association's insurance policy has a \$5,000 deductible. It does not cover the contents of your unit, damage caused to other units (i.e. water leaks from your unit to the unit below, etc.), nor does it cover the cost for temporary housing, should you be displaced. It is strongly recommended that you acquire an insurance policy that will cover the deductible, you and your belongings and an amount adequate to rebuild the interior of the unit.

If you currently do not have this insurance, we strongly urge you to contact your insurance agent without delay. **If the unit is rented and the tenants should also obtain their own renters insurance for their personal property, as it is not covered by the owners policy.**

Selling, Renting, Moving

As a courtesy to the other homeowners, all condominium homeowners are asked to inform the HOA Board of Directors should they decided to sell or rent their unit(s). An updated Owner/Tenant Information Form shall be submitted to the Community Management Company.

As a courtesy to the other homeowners, please post move in/move out information (date, time, unit #, etc.) on the community bulletin board 72 hours prior in advance of the move.

During move in/move out, any damage incurred to common elements, landscaping, walkways, etc., will be the responsibility of the homeowner.

Those moving in or out may not stack personal property on the paved walkways. All items are to be moved efficiently between the moving truck and the unit.

Signs offering units “For Sale”, “For Rent” or “For Lease” are allowed within the following parameters: A) One sign per unit may be placed outside the unit. B) Signs shall be tasteful and either professionally made, computer printed or store bought. C) Signs shall be no larger than 3 feet by 4 feet. D) A sign not larger than 18 x 24 inches may be placed on the inside of a unit window. E) Only directional signs may be put at the entrance to West Oaks Condos. F) The unit owners are responsible to inform real estate agents / management companies of the sign rules.

During open houses, directional signage may be used outside of the condominium building. All such signs must be removed immediately after the open house is concluded. All prospective buyers must be instructed on the allowed places to park their vehicle per HOA regulations.

Garage Doors

Garage doors must remain closed except to permit entrance & exit of vehicle or access to any garage storage area.

Parking

Each homeowner has been assigned a parking space or garage, as specifically stated in the Declarations and Bylaws. The Association has a very limited number of parking spaces. Please inform your friends, family and guests that the **RESERVED** parking spaces are not for visitors to use. The parking spaces NOT marked with a RESERVED on the space are open spaces for visitors or owners/tenants without a reserved parking space assigned. Each visitor space is limited to a 48-hour maximum use without moving the vehicle. Owners are responsible for friends, family and guests. Vehicles are subject to towing at the owner's expense and/or fine.

Parking in non-designated areas is an obstruction of the fire lane. In addition, parking in restricted areas can make it difficult for other residents to pull out of their garage or parking space. Do not block other resident's garages. Owners do have the right to have any vehicle parked in their parking space or blocking their garage towed away at the expense of the vehicle owner.

There will be no parking in areas marked NO PARKING or FIRE LANE, and areas not specifically marked as parking spaces, (i.e. sidewalks, street corners, mailboxes, and garbage spaces). **THESE AREAS MUST BE KEPT CLEAR FOR EMERGENCY ACCESS.** No vehicle belonging to an owner or to a member of a guest or tenant or community employee shall be parked in such a manner that materially diminishes the rights of the public to use the sidewalks or common elements for their ordinary and customary purposes. Cars, bikes, mopeds or motorcycles in these areas may receive a warning notice on the first violation and be towed upon repeated violations, or they may be towed upon first violation, depending upon the area being blocked.

All bikes and mopeds must be parked in the designated bike areas, not in stairwells or on sidewalks, or on the common elements. A notice will be placed on all bicycles and mopeds that are found, to be improperly parked at the entrance to buildings, under stairways, and chained to common elements. The owner will have one day in which to move the vehicle.

No commercial trucks, boats, motor homes, pickup campers, mobile homes, tents or like recreational vehicles shall be used for residential purposes either temporarily or permanently, nor shall they be stored or parked on the common elements.

No owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon the general or limited common element areas at any time (unless within a unit's enclosed garage) for a period in excess of 48 hours. A vehicle shall be deemed in a "state of disrepair" when the Board reasonably determines that its presence offends the occupants of the condominium or surrounding neighborhood. Should any owner fail to remove such vehicle within five days following the date on which the Association mails notice to such owner, the Association may have the vehicle removed and charge the expense of such removal to the vehicle owner.

Pets

No animals, including poultry, shall be raised, kept or permitted within the condominium or any part thereof except domestic dogs, cats or other typical pets. A limit of 2 pets (dog, cats) per unit shall be permitted, provided they do not weigh in excess of 50 pounds.

No such dogs or cats shall be kept, bred or raised for commercial purposes.

At all times, while outside the unit or on common elements, all pet owners shall abide by the local pet handling ordinances.

No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. Any inconvenience, damage, or unpleasantness caused by such pets shall be the responsibility of the respective owner(s).

All pets should be registered and inoculated as required by local law.

All pet trash (droppings, sand, litter, paper, etc.) shall be wrapped and disposed of properly. Pet owners must clean up pet feces immediately, by bagging & disposing in proper containers.

A unit owner may be required to remove a pet upon receipt of the fourth notice in writing from the Community Manager or the Board of Directors of violations of any rule, regulation or restriction governing pets within the condominium.

1. First notice carries a written warning
2. Second notice carries a fine of \$75
3. Third notice carries a fine of \$150
4. Fourth notice carries a fine of \$250
5. Continuing violations are subject to \$15 per day fine until violation is corrected

Fines will be levied after notice and an opportunity for a hearing.

Financial and all other responsibilities for any community property damage caused to common elements, any unit owner, personal property, community employee, or to any member of the public shall be solely that of the pet owner(s), or the owner of the unit where the pet is being kept.

Garbage

Place all garbage inside dumpsters. Placing garbage outside of the dumpsters, around the dumpsters, or on the ground will result in fines.

Do not dump hot ashes or hot coals from your barbecue into the garbage dumpster unless they are cold to the touch. Fires can be started from hot ashes.

Garbage collection is meant to be used for normal household garbage only. Do not place hazardous materials in garbage area. *See list of household hazardous products below. Do not leave tires, furniture, holiday trees, or other such items for pick up. It is the responsibility of the owner to haul away these types of materials.

Common Hazardous Products

- Oil Based Paints
- Solvent-based Paint Thinners
- Furniture and Floor Polishes
- Lawn Fertilizers
- Drain Openers
- Mothballs / Bug Sprays
- Pesticides
- Motor Oil
- Smoke Detectors (Should be returned to the manufacturer at their address on base of detector)

West Oaks Condominiums Garbage is taken care of by:

Corvallis Disposal & Recycling

Pick up days are Mondays & Thursdays.

All cardboard boxes must be broken down.

Please adhere to current recycling rules listed on recycling containers.

Children must be supervised when taking the garbage to the dumpster area.

Fireplaces

The cleaning of fireplaces and flues is the responsibility of each unit owner. Unit owners are responsible for having the fireplace annually inspected, and cleaned if necessary. Please visit www.desatech.com for a free fireplace maintenance video.

Smoking

Cigarettes, cigars, and other smoking materials and/or packaging shall not be extinguished or thrown in parking areas, decks, walkways, stairways, sidewalks, grounds or other common areas, nor shall any cigarettes, cigars or other smoking materials be thrown from any window or deck.

Quiet Enjoyment

In order to promote the health, happiness and peace of mind of all unit owners, no resident shall make or permit any unauthorized loud or disturbing noises or sounds, which interfere with rights, comforts, or convenience of other residents.

All residents shall keep the volume of radios, stereos, televisions, amplifiers or musical instruments in their units sufficiently reduced at all times so as not to disturb other residents.

As a courtesy to your neighbors, please refrain from operating maintenance devices, using hammers, power tools and motorized exercise equipment between the hours of 11pm and 8am.

Alterations and Additions

There shall be no obstruction of the common elements nor shall anything be stored in the common elements without prior written consent of the Board of Directors

No owner shall cause or permit anything (including without limitation to signs, awnings, canopies, exterior shutters, radios, television antennas or satellite dishes) to hang, be displayed or otherwise affixed to the exterior of the building without prior written consent from the Board of Directors. No signs shall be placed on fences or buildings.

Nothing shall be done in any unit, or to the common elements, which changes or impairs the structural integrity of the building or any of its elements.

Light decorations (i.e., Christmas lights) must be removed by January 31st following the holiday.

Landscaping

Do not plant or remove anything in the common elements without first securing permission from the landscape committee and/or the Board of Directors.

Any lawn furniture, pools, picnic tables, etc, shall not be left overnight on any grassy area or on the common elements.

Balconies, Decks, Patios, Windows & Exterior Walls

Balconies, decks, patios, windows & exterior walls and other areas visible from the outside must be kept neat and free of clutter.

The watering of plants and sweeping/mopping of balconies or patios and adjacent areas shall be accomplished in a manner, which does not create a nuisance to persons residing in lower or adjacent units, or to persons on the grounds of the premises. Articles shall not be thrown off balconies or patios. Containers shall be placed under all pots to avoid the dripping of water.

To preserve the attractive appearance of the condominium, the Board of Directors may regulate the nature of items placed in or on windows, balconies, decks, patios, porches, entryways, entry landings, ledges, railings and other outside walls in such a way as to be visible from other units, the common elements, or outside the condominium. Clothing, laundry, garments, rugs, etc. shall not be hung in/on doorways, windows, facades, decks, railings, balconies or patios so as to be viewed by persons outside the building.

Suitable draperies or blinds must be installed on all windows within 60 days after occupancy. "Suitable" shall be considered to be white, off-white materials, light colored wood or faux wood. Materials such as sheets, blankets, flags or towels shall not be permitted in the windows.

General Restrictions

No unlawful use shall be made of the condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction shall be observed.

Outdoor bicycle storage shall be limited to the bicycle lock stations of the condominiums. Bicycles shall not be locked to any part of the common areas such as stairs, railings, lampposts, benches, etc.

No noxious or offensive activities shall be carried out in any unit, or on the condominium grounds.

Pursuant to the bylaws, the use, operation and maintenance of the common elements shall not be obstructed, damaged, or unreasonably interfered with by any unit owner, renter or guest.

For safety purposes, no items other than doormats shall be placed in the pathways and no personal property shall be stored in any common element area. Items stored in or on the common element area will be removed and discarded. Fees for removal will be charged to the owner of the unit and collectable as an assessment.

Do not litter or throw trash in landscaping or common areas.

Each unit owner is responsible for testing smoke alarms in his/her unit on periodic basis and replacing weak or depleted batteries.

No resident shall sweep or throw any dirt, water or other substances or debris from the windows or balconies of his/her unit. This prohibition includes cigarettes; cigars; shaking, beating or squeezing rugs, dust rags, mops, or other similar items.

No solicitations of goods, services or religious or political activities shall be permitted on the premises by a resident or other person except as approved by the Board of Directors.

Any unit owner allegedly in violation of these rules and regulations shall be notified in writing by the Community Manager of the specific violation, correction requested, length of time to effect correction, and consequences of noncompliance.

Fines due (after notice and an opportunity for a hearing) will be as follows:

1. First written notice is a warning
2. Second written notice - \$75
3. Third written notice - \$150
4. Fourth written notice - \$250
5. Continuing violations are subject to a \$15 per day fine until violation is corrected

To receive current news & information about West Oaks Condos, please fill out this form completely and return to current the Community Manager. – See Page 4 for mailing address information.

Owner/Tenant Information Form

1. Name(s):

2. Phone Number(s):

3. Address:

4. Email Address(es):

5. Number & Type(s) of Pets:

6. Vehicle Make (s)/Models(s) and License Plate Number(s):

7. Owner/Landlord Name and Contact Information: (if different from above)
 - Owner Occupied Non-Owner Occupied

 - Rental Management Company Name, Phone Number, Address
 - Not Applicable

8. Emergency Contact Person(s) and Phone Number(s):

Note: Tenant license plate number(s) are needed in order for the Community Manager to contact if tenant vehicles are parked in non-marked areas. At the time of the first parking violation, Community Manager may, but shall not be required to, contact tenant before towing.