

TIGARD WOODS CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS 2014

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Introduction

The Association, acting through its Board of Directors, has adopted the following Community Rules and Regulations, to be effective July 1, 2014.

The Association reserves the rights to alter, amend, modify, repeal or revoke these at any time in the future. These Rules and Regulations are supplementary to, and not in lieu of, provisions governing the Condominium which are set forth in the Condominium Declaration and By-Laws.

To the extent of any inconsistency, the following will prevail in the order noted: The laws and statutes of the State of Oregon, the Declaration, the By-Laws, and these Rules and Regulations.

As used herein, the term "Unit Owner(s)," means the Owner(s), whether in residence or not, of any unit.

A unit Owner is responsible: for informing real estate agents and prospective purchasers of his/her unit of these Community Rules and Regulations (for example, by furnishing copies with any "resale certificates" and/or other "purchase" or "closing" documentation).

Basic Unit Rules

Residential units will be occupied for private Residential purposes only. (No Residential unit will be used substantially for commercial or business purposes.)

No noxious or offensive activity shall be conducted in any unit that would interfere with the rights, comfort, or convenience of another unit or units, and nothing shall be done in a unit that may be or become a significant annoyance or nuisance to others.

No unit shall be used for any unlawful purpose and no unlawful act shall be committed or permitted in or upon any unit.

Nothing will be done or kept in any unit which may result in the cancellation of insurance on the building or contents thereof, or would be in violation of any public law, ordinance or regulation. Gasoline, propane or other highly flammable or explosive material, other than common household products in limited quantities, will not be kept in any unit, its balcony, and garage or storage area.

Smoke Detectors

Owners shall install and maintain in good operating condition smoke detectors, as required by law, in each unit. The Owner shall be responsible for keeping the smoke detector(s) operable at all times.

Heating Usage

Each unit Owner shall keep its unit sufficiently heated to prevent freezing of water pipes and fixtures.

Fireworks

No fireworks of any kind are allowed to be used on the premises at any time.

Architecture and Landscape

Alterations

No Owner may make or cause to be made any structural addition, alteration, and modification, penetration of siding or roofing, repair, replacement or change to the Common Elements and/or the Limited Common Elements or to any outside or exterior portion of the building or other structures, whether part of a Unit, the Common Elements and/or Limited Common Elements, without obtaining Board approval.

It shall be prohibited to install, erect, attach, paste, apply, screw, nail, build, alter, remove, construct or place any object in, over, under or to make changes or otherwise alter the exterior of any Unit, including any alteration in color, without the prior written consent of the Board.

Prior to commencement of any alteration or addition to an existing structure or landscape, the plans and all required forms shall be submitted in writing to the Board and/or the Architectural Review Committee (ARC) for approval. Verbal requests will not be considered.

Each alteration must be specifically approved. The Board / ARC have the authority to approve or disapprove the plans, or to require that the plans be resubmitted as redrawn by and appropriate professional contractor and/or with the additional information accurately provided.

The applicant shall be informed in writing of the decision to Approve, Disapprove, or request more information. Owners may be required to maintain uniformity of the appearance of the property.

The Board will make periodic visual inspections of the community. Any Owners seeming to be in violation will be sent a letter by the Association. The Owner must reply within thirty (30) days of the date of the letter.

Any Owner who alters or adds to a common element without following these prescribed procedures and receiving prior written approval shall be liable for the costs involved in restoring the common elements to their original condition by the Association.

Storm or Front Screen Doors

Any storm door that was Board approved via an architectural request prior to June 2014 will be grandfathered in and must be removed once an owner has vacated the unit or the door is no longer in use. At the present time, no other storm doors will be allowed.

Air Conditioners

No window box air conditioners or fans that extend past the window frames may be installed. Those window box air conditioners or fans that are installed each season must be removed by October 31st.

In- wall air conditioners that were Board approved via and architectural request, and installed prior to June of 2014 will be grandfathered in and allowed to remain as long as they are in working order. Should they stop working, it will be the responsibility of the present or future Owner to remove or replace them. At the current Owner's expense, the options for replacing malfunctioning in wall air conditioners are:

1. Should the existing Owner want to replace a grandfathered in wall air conditioner, it must be replaced with "like for like" in size. No enlargement of existing siding holes, or patching to make smaller will be allowed. Replacement requires completed an Architectural Request form to be submitted and approved prior to replacement.
2. Removal of a non-functioning in-wall air conditioner requires that the current Owner pay for all exterior repairs and patching to the building. Removal and repair requires completed an Architectural Request form to be submitted and approved prior to construction.

After June 2014, no new in-wall air conditioners that penetrate the siding will be allowed.

Signs

No signs are allowed for display to the public view in any unit or common area with the exception of a single "for sale" sign on the Owners lot which is of customary and reasonable dimensions, not to exceed "18 x 24" and of a professional quality on weather resistant material. "Sold" signs may not be displayed for more than 30 days after the sale of a unit.

"For Rent or Lease" signage is not to be placed within the community. Owners must advertise property for rent by other means.

Soliciting and Postings

No door to door soliciting is allowed without Board written permission. A bulletin board near the mailbox area is provided for Owners use. Please remember to remove them once they have served their purpose. No advertising or signs are permitted on postal boxes. This is a government regulation.

Landscape

Modest portable planters or tubs are permitted on patios or decks without permission as long as the plants are no higher than three feet, maintained in "good health", pruned, non-obtrusive so as not to obstruct or intrude on a neighbor's view.

Owners may place small seasonal plantings in the dirt along individual Owners decks, patios and entryways, but not in common areas. Please remember to remove or trim plantings should they become obtrusive or no longer in season. Pots blocking entryways, sidewalks and in shared common areas are not allowed. Any Owner initiated plantings that die must be removed promptly. If not done, the Association may order it done at the Owners expense. Should such plantings cause damage to any common element, the repair costs will be the Owners responsibility.

Damage to Common Elements

Any damage to a common element / area by the conduct of an Owner of the Owners tenant and/or guest will be repaired by the Association and the cost assessed to the Unit Owner.

In addition to the repair costs, damage may also result in a violation and fine.

Balconies, Decks and Patios

Decks and Patios are part of the Limited Common Elements. They are not to be used as storage areas.

Grills, patio furniture and well-tended potted plants on feet are all acceptable. All patio furniture must be in good repair. Be sure to keep all grills away from walls and railings. At no time should propane tanks be stored inside, including garages.

To prevent water accumulation or damage, balcony floors will not be covered. No balcony or patio shall be enclosed or covered and there shall be no awnings, canopies, blinds, shades, screens or similar fixtures attached to or hung in any balcony. No tent or canvas coverings shall be permitted on decks or patios.

All decks and patios must be kept free of leaves and moss, trash and other debris to prevent damage. This preventative maintenance is the responsibility of the Owner.

It is the Associations responsibility to stain all decks, not the individual owners. This will be done with notification to the Owners. Owners are not allowed to stain their own decks without permission from the Board of Directors.

Garments, rugs, laundry and other similar items may not be hung from windows, facades, decks or patios.

Satellite Dishes and Cable

Any Owner wishing to install satellite dish and or cable (internet, phone or television) is ask to complete an ARC (Architectural Request Committee form) before work is started. Detailed plans for installation and placement of any such devises should be submitted to the Board for review and receive written approval from the Association prior to installation. The Association requires the Owner use an installer who is a licensed equipment contractor with the appropriate contractor's license. It is strongly suggested the installer first contact the property management company prior to install or moving of any cables in order to lessen damage to the common areas.

Installation of cable wire is to be performed by a Cable Company or their authorized sub-contractor. Wires should be neatly installed on the backside of the building so that wire runs along siding and is hidden when possible. Cable wire is to be pulled through attic crawl space to interior for placement. Under no circumstances should cable wire be installed or pulled over roof or to the front side of exterior wall.

Owners will be held responsible for any damaged caused by installation to the common or limited common elements.

Tigard Woods Condominium Cable and Phone Line Install Guidelines

The siding must not be penetrated in new cable and phone line installation.

- Outside cable and phone lines are to be placed underground, along the edges, or along the corners of the exterior.
- Junction boxes may only be mounted on exterior corner trim or furring strips and not on the siding.
- New cable and phone lines must enter units below the siding through the crawl space or above the siding underneath the roof.

Vendors need to make sure that they use 5/8" screws with neoprene washers as well as ensure the fasteners are installed through the furring i.e. not at the edges of the trim.

Tigard Woods Satellite Dish Install Guidelines

1. Must be installed by a qualified installer in a professional manner
2. Are to be mounted by the use of a “J” hook on the buildings barge rafters, posts or use of tripods (see photos below)
3. Cannot be mounted directly on the siding, roofing or building trim, unless ascertained by a qualified technician that such location is the only recourse to receive a signal.
4. Non-operational devices must be removed by a qualified technician
5. In the event a unit becomes vacant, it is the responsibility of the Owner to remove the dish within 15 days of vacancy.
6. Owner of the dish will be held responsible for any damaged caused by the dish to the common or limited common elements.

In the case the guidelines cannot be met; prior to installation a written document from a qualified technician of where the dish needs to be installed for proper signal is to be presented to the board.



Season Decorations and Holiday Lighting

Seasonal decorations are allowed with the following guidelines. Owners must remove holiday lighting and decorations within two (2) weeks following the holiday.

Holiday lighting may not be attached to siding or trim, and must be removed within two (2) weeks following the holiday.

Flags

Flags no larger than 5 feet on the longest side may be installed as long as they do not penetrate the siding or roof. Seasonal flags may be displayed no more than one month prior to a holiday or beginning of season, and must be removed within one week following the holiday or end of season.

Exterior Lighting

All exterior entrance, porch and garage lights shall be maintained at all times by the Owner.

Motor Vehicles and Parking.

Permissible Vehicles

Vehicles that may be parked in common areas include conventional passenger vehicles in good repair and that are currently licensed and in regular use. Trailers, campers, tent trailers, boats and motor homes may not be parked in common areas longer than 24 hours.

Speed

The speed limit within Tigard Woods is 15mph. Residents can be fined for speeding and/or reckless driving.

Garages Use / Resident and Guest Parking

Except with the written consent of the Board of Directors of Tigard Woods Association, no trailer, camper, boat, RV or boat trailer may be parked in any portion of the community except in garages. Loading or unloading of prohibited vehicles and equipment is permitted subject to a 24-hour time limit.

Garage doors should remain closed except to have access to garage areas, or to clean the garage.

Vehicles in Disrepair

Vehicles in a state of disrepair are not to be abandoned or to remain parked in any lot or common area. Any vehicle left abandoned for a period longer than 48 hours will be towed at the Owners expense. Leaks from vehicles in the street and driveways must be cleaned up within a reasonable time. No repair or maintenance work (including oil changes, antifreeze or any other liquid changes) may be performed on motor vehicles within the community. Any damage caused to the road surface as a result of oil and/or cooling system leaks shall be remedied at the unit Owner's expense.

Parking

No automobile or other vehicle may be parked in someone else's assigned or numbered space without permission. Blocking anyone from access to or from their space is strictly prohibited. No automobile or vehicle may be parked blocking building exits, sidewalks, driveways, or fire lanes.

- First Offense: Violation notice shall be attached to offending vehicle. Violation is considered a warning and is to be remedied within 48 hours. If not remedied in this time period, the violation will then be considered a second offense.
- Second Offense: Violation notice shall be attached to offending vehicle. The violation must be remedied within 24 hours or the vehicle will be towed at the Owners expense. Letter from the managing agent or the Board of Directors to be sent by mail to the offending Owner.
- Third Offense: The offending vehicle will be towed at Owners expense. Towing of the vehicle must be authorized by at least two people, one of who must be a Board member.

Garbage, Dumpsters, Recycling

Garbage must be placed in securely tied plastic bags and disposed inside dumpsters located throughout the property. All recycled products will be placed in their designated area.

Items left outside of dumpsters will not be picked up by Waste Management. This results in the expense of having someone else dispose of those items, which could result in higher HOA monthly fees to Owners. Please recycle or donate items other than garbage. Owners discovered leaving items outside of the dumpsters and/or recycling are subject to fines.

Large boxes should be broken down and placed in the designated recycling area.

Littering is prohibited anywhere on the property.

Pets

Please refer to the following Washington County website for Laws to Know about dogs:

<http://www.co.washington.or.us/HHS/AnimalServices/AnimalControl/laws-to-know.cfm>

No animal, other than two (2) common household pets, shall be kept or maintained in any unit. Exotic pets are prohibited.

No animal will be kept, bred, or maintained for commercial purposes in any unit.

Dog houses and outdoor shelters are prohibited as are any pet enclosures or pet runs.

No attack dogs, or dogs of a vicious nature of temperament are permitted.

All pets will have all licenses and vaccinations as required by law. Proof of such licenses and vaccination's will be furnished to management upon request.

Certified “service” or “assistance” pets will be exempt from these provisions as required by law, but such pets must comply with all other licensing, vaccination, behavior and conduct requirements.

As a general rule, all pets will be controlled by their Owners to preclude interference with the enjoyment by others of their unit.

Any and all excrements or waste must be properly removed and disposed by the pet Owner. In addition to possible rules violation charges, the pet Owner and/or unit Owner may be held financially responsible for any repairs/replacements to such common areas as result in pet relief damage.

Annoyance, Nuisance or Noise

Quiet Time

Will be observed between the hours of 10:00pm and 8:00am. During this time no device designed for sound production such as radios, televisions, musical instruments, and stereos shall be used so that the sound is heard by neighbors or in the common areas.

Residents are required to comply with the City of Tigard Ordinances. Ordinance guidelines can be found at: http://www.tigard-or.gov/business/municipal_code/docs/06-02.pdf, or <http://www.tigard-or.gov/>

Owners are urged to use restraint in using noise making tools and appliances and avoid using them during late night hours before 8:00am on weekdays and 9:00am on weekends.

Enforcement of Rules and Regulations

If after a review of a complaint or infraction of a Rule or Regulation the Board of Directors determines there is a violation of the Governing Documents, ByLaws or Community Rules and Regulations, and determines it is in the best interest of the Association and Owners to address the violation, the Board shall proceed to give notice to the Alleged Offending Owner as described below.

Notice of Violation: The Board shall give the Alleged Offending Owner written notice of the violation via mail that describes the violation and contains a statement that the Alleged Offending Owner has the opportunity to request a hearing at the next scheduled Board Meeting or correct the violation. Should the Alleged Offending Owner wish to have a hearing, they must request it within 10 days of receiving the Notice of Violation letter.

If no hearing is requested, and if the alleged violation is not remedied or ceased by a specific compliance deadline, violators may be fined \$25.00 per day beginning the day following the specified compliance deadline.

If the violation involves an intermittent offense or conduct which is disturbing to other homeOwners, (for example, the failure to quiet and control a barking or overly aggressive dog,) or disruptive actions or conduct of any kind which interfere with another Owner or Owners’ right and ability to reasonably enjoy their properties, the Association may levy fines on a per incident basis as follows:

- 1st Offense = Warning to the Owner and occupant
- 2nd offense = \$25.00
- 3rd offense = \$50.00
- 4th offense and each subsequent offense = \$150.00 per offense, for incidents or conduct occurring within a twelve month period of time.
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The Owner of any unit shall be responsible for the violations of any renter, tenant, guest or family member who violates and portion of the Declaration, Bylaws or Rules and Regulations.

Rentals, Leases

At or before the unit is rented or leased, the Owner or Owner's agent will provide copies of the Declaration and Bylaws for Tigard Woods, along with this Rules and Regulation Handbook. It is understood that tenant(s) will be responsible for complying with all policies, rules and regulations of the Association and should be encouraged to read these documents. Owners will be held responsible for violations or non-compliance by their tenants, tenants' family members, and tenants' guests.

An Owner intending to rent and/or lease out his home will specifically include written provisions in the lease to be signed by tenant, binding on tenant, his family members and his guests (hereafter collectively "tenant") providing for the following:

- (a) Tenant acknowledges being aware of the Association's governing documents;
- (b) Tenant understands and acknowledges that tenant is fully subject to the Association's governing documents and must comply with them in all respects; and
- (c) If tenant fails to comply with any provisions of the governing documents it will be considered a material breach or default of the lease agreement, and could be reason for eviction.

- Owners must provide to managing agent the renters contact information; Name, Phone, Vehicle License Plate(s) and E-mail if available.
- Owners are responsible for actions of their renters and their guests
- Owners are responsible for financial obligations to the HOA.
- Renter(s) must abide by all governing documents and the Rules and Regulations set-forth for Tigard Woods HOA.
- It is the responsibility of the Owners to ensure their Renters are made aware of all governing documents and Rules and Regulations.

Definitions

Common Elements: Maintained by Tigard Woods Condominium Association. All maintenance, repairs and replacements to the Common Elements shall be made by the Association and shall be charged to all Owners as a common expense.

Limited Common Elements: *(Areas and structures attached to associated with an individual unit, for use by that individual unit, but that are located outside the unit.)*

Architectural Review Committee: also referred to as ARC. Owners must submit an Architectural Request Form for approval prior to making any changes to the outside appearance of their unit, yard, fences, decks and patios within Tigard Woods. The ARC will then evaluate the submittal and return it to the Owner with an approval or request for additional information. This process may take up to 30 days to complete.