

**Rules & Regulations as written
in Bylaws**

**STEPHANIE TERRACE CONDOMINIUM
OWNERS ASSOCIATION**

ARTICLE X

RULES AND REGULATIONS

1. Adoption.

To assure peaceful and orderly use and enjoyment of the property—particularly of the common elements—the Association from time to time may adopt, establish, alter, amend or repeal, in whole or in part, rules and regulations governing the conduct of persons in and upon the property and the use of common elements. This may be done either within the context of these Bylaws, or in more specific detail in the Association’s House Rules. Amendments to the Bylaws will require a vote of a majority of unit owners (except where Oregon law requires a higher percentage), in person or by proxy, at any meeting, the notice of which states that the adoption, establishment, alteration, amendment or repeal of the bylaws will be considered. The Board of Directors, by majority vote, shall have the authority to adopt, amend, or repeal the House Rules. Upon adoption or amendment of the House Rules, the Secretary shall promptly deliver to each unit owner a copy of the House Rules, and each alteration, amendment or repeal. The House Rules shall be binding on all unit owners and occupants from the date of delivery.

The House Rules shall not be inconsistent with existing contracts for commercial renting of any unit used for residential purposes. Violation of any of the rules appearing in this article or in any supporting documents, including House Rules, are subject to enforcement, based on the terms in Article XI.

2. Maintenance and Use of Property

- (a) Each dwelling unit shall be used and occupied exclusively as a private residence and for no other purpose; however, this does not preclude owners from having an office in the home that generates no foot or vehicle traffic.
- (b) No portion of an interest in more than two units within Stephanie Terrace shall be owned by any one person, family, extended family or corporation/partnership. Furthermore, no more than one of said two units may be used as a rental. This provision will not be enforced against units owned on the date of registration of these Bylaws.
- (c) No unit owner shall lease his unit for transient or hotel purposes. Rental for transient or hotel purposes is any rental for a period of less than 30 days.
- (d) Lessees shall be subject in all respects to the provisions of the Bylaws.
- (e) All homeowners shall provide in writing to the Board of Directors the names of all occupants, along with day and evening phone numbers in case of emergency. Owners who rent their units shall provide their mailing address, as well as day and evening phone numbers.

- (f) No unit owner or tenant, under any circumstances, shall place or allow others to place nails in, puncture or alter the surface of the vinyl siding in any way. Any damage to the siding caused by the unit owner, tenant or others authorized by the unit owner shall be repaired at the unit owner's expense.
- (g) Except as otherwise provided in these Bylaws, there shall be no obstruction of or storage of items in the common elements. (h) No item, except customary deck furnishings and plants, shall be placed, permitted or stored on any deck or patio.
- (i) Without prior written consent of the Board, nothing shall be done or kept in any unit or in the common elements that will increase the rate of insurance on the buildings or contents beyond that customarily applicable for residential use. No unit owner shall permit anything to be done or kept in his unit or in the common elements that will result in the cancellation of insurance on any building or contents, or which would be in violation of any law or regulation of any government authority. No deposits of any waste materials shall be allowed in the common areas.
- (j) Without prior written consent of the Board, no unit owner shall cause or permit anything, including without limitation, a sign, awning, canopy, shutter, radio antenna, TV antenna or satellite dish to be hung, displayed or otherwise affixed to or placed on the exterior walls or roofs, or any other part of common property.
- (k) Each unit owner, at his own expense, shall keep his unit and its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating and painting necessary to maintain the good appearance of his unit. The unit owner shall be responsible for maintenance, repair or replacement of any plumbing fixture, refrigerators, air conditioning and heating equipment, dishwashers, disposals, water heaters, ranges, windows or doors and other like equipment that may be in the unit. (l) The unit owner shall be responsible for the costs of all repairs generated from injury or damage to his unit or to the property caused by the act, negligence or carelessness of the unit owner; of any lessee; of any member of the unit owner's family or of the family of any lessee; of any agent, employee or guest of the unit owner; or by any agent, employee or guest of any lessee. All such repairs, redecorating and painting shall be of a quality and kind equal to the original work. All improvements must conform to the Bylaws and other association rules, which require a common exterior appearance.
- (m) A unit owner may not change the appearance of the common elements or the exterior appearance of a unit without written permission of the Board.
- (n) A unit owner may install air-conditioning to his unit, providing the installation is consistent with guidelines previously established by the Board. A board member must be contacted prior to installation to ensure the guidelines are followed.
- (o) No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purpose, shall be conducted, maintained or permitted on any part of the property. This does not preclude owners from having an office in the home that generates no foot or vehicle traffic.
- (p) A unit owner may make any improvements or alterations to his unit and the limited common elements pertaining thereto that do not impair the structural integrity or mechanical systems of the condominium, lessen the support of any portion of the condominium or change the common exterior appearance, so long as they conform to

the requirements of the Bylaws.

3. Animals

The following provisions concern domestic pets:

- (a) Owners may keep only domestic household pets, such as cats and dogs.
- (b) No dogs, cats or other pets shall be kept, bred or raised for commercial purposes.
- (c) No unit may keep more than two (2) pets. No pet may exceed 25 lbs. No pet may be kept which has harmed or menaced a human or another pet.
- (d) Owners shall be responsible for removal of wastes of their animals. All pet waste material (waste, sand, litter, paper, etc.) shall be wrapped and disposed of with extra care.
- (e) All dogs shall be carried or kept on a leash while outside the unit.
- (f) Any inconvenience, damage or unpleasantness caused by pets shall be the responsibility of the respective owners. Owners are expected to control pets from making frequent or continuous noise that unreasonably disturbs or interferes with the peace, comfort and repose of other owners.
- (g) The Board may require the removal of any animal, which the Board in the exercise of reasonable discretion determines to be disturbing other owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.
- (h) Any damage caused by a pet to the buildings, grounds, walkways or any part of the common elements, limited common elements, another unit or that owner's property

shall be the full responsibility of the pet owner. Any damage caused by cleaning chemicals or other materials used in an attempt to remedy such damage also shall be the responsibility of the pet owner, or the unit owner, as specified above, who shall pay the full cost of restitution, removal or replacement of any damaged items. Financial and all other responsibility for injury or property damage caused to any unit owner, occupant, guest or employee of the building, or to any member or the public, shall be solely that of the pet owner, who shall indemnify and hold harmless all others.

- (i) All pets must be registered, as required by local law, and have tags identifying the owner name and phone number.
- (j) No pet shall be fed or housed outside the unit in the breezeway or any other common or limited common area, and no pet food or supplies shall be stored or left out on porches or decks.

4. Windows, decks, patios, entry porches, outside walls, garage doors

To preserve the attractiveness of the units for all owners:

- (a) No clothes, sheets, blankets, rugs or laundry of any kind or other articles shall be hung out of or exposed on any part of the common or limited common elements. The common elements shall be kept free and clear of all rubbish, debris and unsightly materials.
- (b) No unit owner shall conduct or permit the cleaning of a dust cloth, mop, rug or any other material from the windows, or the cleaning of a rug, cloth or mop by beating on the exterior of any structure.
- (c) Watering of plants and sweeping or mopping of balconies or patios and adjacent areas shall be accomplished in a manner that will not create a nuisance to persons residing in lower or adjacent units. Articles shall not be thrown off the balconies or patios. Containers shall be placed under all pots to preclude water from dripping on patios below.
- (d) All windows must be covered with draperies, curtains or blinds.
- (e) All garage doors shall remain closed, except to permit the entrance and exit of vehicles or access to any garage storage area.
- (f) No unit owner shall bring into or store within any unit, garage, storage unit or part of the common elements any explosive or flammable substances not normally used for common household purposes, nor in a quantity exceeding normal household use.

5. Garbage and Recycling

- (a) No unit owner shall place or permit the placing of garbage or trash outside a garbage can or container.
- (b) Recycling containers may be placed outside the unit garage the night before or the day of recycling pickup, but must be stored in the unit or garage at all other times.
- (c) All garbage must be placed in plastic bags and secured.
- (d) All cardboard must be broken down and placed in or next to the recycling bin, not in garbage collection bins.

- (e) The garbage collection bins are to be used for normal household garbage only. Disposal of tires, furniture or other bulky items in the garbage bins is prohibited. Extra hauling must be prearranged with the Board or a contract hauler. Extra charges for hauling will be billed to the unit owner.

6. Recreational Vehicles, Boats, Trailers

- (a) No unit owner shall park or permit the parking of a boat, trailer, motor home, half ton or larger truck camper, dual axle recreational vehicle, dune buggy, snowmobile, recreational vehicle or like equipment on the property. Recreational vehicles are defined as those weighing more than three-fourths (3/4) of a ton.

7. Motorcycles, Bicycles, Mopeds

- (a) Motorcycles or mopeds must be parked in a garage or a parking space. Sidewalk parking is prohibited.
- (b) Bicycles, motorcycles or mopeds may not be chained to any part of the common elements or limited common elements. Storage on decks, patios or in entryways is prohibited.
- (c) Violation of these rules will result in a parking citation that will be handled as per violations for four-wheeled vehicles.

8. Motor Vehicle Parking

- (a) Outside of garages, each unit is assigned one numbered parking space.
- (b) Parking in any numbered space, other than the one assigned to your unit, will be allowed only with the express permission of the resident of that unit. Assigned users may call for unauthorized cars to be immediately towed, without notice, from their spaces. The cost of the tow will be borne by the owner of the towed vehicle.
- (c) Visitor's spaces are intended for use by visitors only, and are not to be used as resident parking or for parking by visitors for extended or repeated periods. The House Rules may provide details to clarify and implement these regulations including but not limited to provisions for towing violating vehicles at their owner's expense.
- (d) There will be no unattended parking along curbs, in areas marked "NO PARKING," "FIRE LANE" or "TOW ZONE," or in areas not specifically marked as a parking space. Unattended cars parked in these areas will be towed immediately at the owner's expense.
- (e) The speed limit within Stephanie Terrace is 15 MPH.
- (f) All vehicles parked at Stephanie Terrace—with the exception of those parked in garages—must be operable and currently licensed at all times. No disabled vehicles may be parked beyond seven (7) days.
- (g) No car repairs are permitted in common or limited common areas.
- (h) All motor vehicles must fit completely within the space provided and not extend into common areas.

9. Noise or Other Disturbances

- (a) No unit owner shall permit the excessively loud use of any musical instrument, radio, television, stereo, amplifier or loud speaker in a manner that disturbs the owner or occupant of any other unit.

- (b) The House Rules may detail the regulation of excessive noise from whatever source.
- (c) No noxious or offensive activity shall be carried on in any unit or in the common elements either willfully or negligently which may be or become an annoyance or nuisance to other unit owners or tenants.

10. Landscaping

- (a) No landscaping or planting of flowers in common areas shall be performed, except as authorized by the Board in writing. Any such authorization may be rescinded by the Board at any time.
- (b) Alterations to the limited common elements, such as the space between the patio and the end of the building, shall only be allowed with written permission from the Board, or as specified in Article XI, Section 5.
- (c) If authorized by the Board to plant outside the building, the homeowner is required, pursuant to state law, to contact the one-call utility locating service, Utility Notification Center. Special care should be taken not to damage the Association's sprinkling lines. Repair of said lines is the responsibility of the party that causes the damage.

11. Waterbeds and Large Fish Tanks

- (a) Except with the written consent of the Board, no unit owner shall admit or permit the presence of a waterbed or large fish tank (exceeding 20 gallons) in any unit.
- (b) Consent will be given only if the owner provides an insurance policy for waterbeds covering water damage. If such consent is given, the owner shall be responsible for all damages to any unit or the common element that might be caused by damage from the waterbed or fish tank.

12. Signs

- (a) No permanent sign of any kind shall be displayed to the public view on or from any unit or common element without the prior consent of the Board.
- (b) Temporary signs are only allowed under the terms outlined in the House Rules.

13. Emergency Rules

- (a) The Board is authorized to enact any additional temporary rules and regulations to address emergency situations not addressed in these Bylaws.
- (b) Emergency temporary rules must be voted on by a majority of the Association membership before becoming a permanent rule.

14. Damages

Each unit owner is responsible for damages to the common elements caused by occupants or guests of his unit. The Board is authorized to repair any such damages and bill the unit owner for them. An assessment for damages is treated the same as a rule violation as specified in Article XI. The Board of Directors shall have the authority to make binding decisions, after notice and opportunity for a hearing, with respect to establishing the extent of an owner's responsibility for such damages.

ARTICLE XI

ENFORCEMENT PROVISIONS RELATING TO VIOLATIONS

The Board is responsible for enforcing all Bylaws and the House Rules. As in any communal living situation, there will be situations that cause conflict between unit owners. To resolve conflict and differences, the Association requires any aggrieved party to first attempt to work out differences with the other party or parties directly. This allows parties to work together in an amicable way to create a living environment that is pleasant and safe for all. When an informal approach does not result in compliance with the Bylaws or House Rules, procedures and enforcements, as outlined in the House Rules, will apply.

1. Reporting Procedure

- (a) Violations of the Bylaws and House Rules shall be reported to the Board in writing, and should include a listing of all informal steps taken to resolve the issue, as well as the signature of the complainant.
- (b) The Board will confirm the violation and act as soon as possible to correct it. If resolution of the violation is not immediately possible, the Board will notify the unit owner in writing that the violation must be corrected within 10 days from the date of the letter.
- (c) If the violation is not corrected in 10 days, the Board may issue an assessment, as outlined in Section 2 below, until the violation is corrected.
- (d) If a previously identified violation occurs a second time within two months, or occurs three times within a six-month period, the applicable assessment will be levied against the responsible unit owner without benefit of the 10-day deadline.
- (e) Enforcement assessments incurred by the unit owner will be collected as delinquent assessments, according to the terms of the Oregon Condominium Act.

2. Rule Enforcement – Assessments

- (a) After it has been verified a rule violation has occurred and has not been corrected in a timely manner as specified above, an enforcement fee, payable to the Association Treasurer, shall be levied against the unit owner.
- (b) Once the rules enforcement fee reaches the equivalent of one month's dues, collection proceedings will be initiated. The owner will be responsible for the collection costs.
- (c) Specific fine information appears in the House Rules.

3. Appeals Process for Rule Enforcement and Assessments

- (a) If the unit owner believes the assessment is unfair, the unit owner may appeal to the Board in writing within the ten (10) day notice period.
- (b) The Board will review the unit owner's written statement, and provide a time for him to discuss the matter with the Board. The hearing must be within 30 days of receipt of the written appeal.
- (c) The Board will issue a written determination regarding the violation and appeal within 10 days of the hearing. During this appeals time, no assessments will be made until the Board makes final determination.

4. Rules Enforcement and Disclaimer

- (a) The Board is not responsible for searching out violations of the Bylaws or House Rules.
- (b) A unit owner must follow the written reporting procedures outlined the House Rules before the Board can address any alleged violations.
- (c) Failure by the Board to address an alleged violation of any provision of these Bylaws, not formally reported to the Board, shall in no way invalidate the Board's action against a unit owner who is deemed to be in violation of these Bylaws or House Rules.

5. Grandfathering Authorizations of Prior Boards

- (a) If a unit owner has been granted permission in writing to act outside the scope of these revised Bylaws or House Rules, the Board will honor the prior written agreement.
- (b) It shall be the unit owner's responsibility to retain the written authorization in the event permission is ever questioned.
- (c) If no written permission was granted, it will be up to the unit owner to make a written request to the Board seeking a waiver. In reviewing such requests, the Board must consider the overall impact of the violation on the condominium community. The Board must act on all waiver requests within 30 days of receiving the written request. No assessments will be made, nor corrections required, until after the Board has notified the owner in writing of its decision on the waiver. If the Board rules against the waiver request, the owner will have 10 days to remedy the violation or face assessment, as outlined in the House Rules.

6. Exceptions

Parking violations may be enforced by towing as provided in these Bylaws and the House Rules without regard to the procedures in Sections 1 – 5 of this Article.