

# HEIGHTS @ PROGRESS RIDGE CONDOMINIUM ASSOCIATION RULES & REGULATIONS MANUAL

## *PREFACE*

*Condominium living requires the full cooperation of all residents. It is important that all owners / residents, familiarize themselves with the rules and regulations in order to ensure that all residents of HPRC enjoy the quality of life to which they are entitled.*

The Board of Directors of Heights @ Progress Ridge Condominium Association (“HPRC”) pursuant to the authority granted to it in the Declaration of Condominium Ownership (“Declaration”) and the Bylaws has established the following Rules & Regulations, which are, in part, taken directly from the Declaration and Bylaws. The success of a condominium project is founded on the basic principles of common decency, respect and consideration for the basic rights of our neighbors. This Rules & Regulations Manual will serve as a ready reminder and reference of the various obligations we have to one another in our day-to-day living.

Provisions for these Rules & Regulations and the authority for their enforcement are contained in the Declaration and the Bylaws, which are provided to every homeowner. **This Rules & Regulations Manual is intended as a supplement to, and not a replacement for, the Declaration and/or Bylaws.** All provisions of the Declaration and Bylaws remain in full force and effect (unless superceded by law), and must be adhered to by all owners and tenants. It is the responsibility of owners to make their tenant(s) aware of the provisions and restrictions of the Declaration, Bylaws and Rules & Regulations (collectively, the “Governing Documents”). **However, it is the owner, as a member of the Heights @ Progress Ridge Condominium Association, who remains responsible for the conduct of his or her tenant(s) and their guests.** Owners are required to include in the lease/rental agreement a termination and/or eviction clause in the event of a violation of Heights @ Progress Ridge Condominium Association’s Declaration, Bylaws or Rules & Regulations by tenants. For your protection, it is the Board of Director’s recommendation that you consult legal counsel to make certain that you have these issues clearly outlined in your written rental or lease agreement with your tenant.

The Board of Directors establishes and enforces the rules established for Heights @ Progress Ridge Condominium Association, manages the financial affairs of the Heights @ Progress Ridge Condominium Association and oversees the operation and maintenance of the Heights @ Progress Ridge Condominium Association facilities. In each of these areas a professional management company and various Board-approved committees assist the Board of Directors. The management company is: **The Management Group, Inc., 15350 SW Sequoia Parkway, Suite 200, Portland, OR 97224 Office: 503-598-0552. Fax: 503-598-0554.**

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## RULES & REGULATIONS

### 1. DEFINITION

The HPRC Rules & Regulations establish a set of rules, which are to be enforced by the Board of Directors.

### 2. OBJECTIVE

The main objectives of the HPRC Rules & Regulations are to:

Establish minimum rules and regulations to promote each homeowner's enjoyment and use of the HPRC Common Property and Association Maintenance Areas, and to assist in maintaining uniformity in appearance and use.

Establish a mechanism for enforcement of the Rules & Regulations.

Clarify to homeowners the fine schedule for violations of the Rules & Regulations.

### 3. DEFINITIONS OF TERMS USED HEREIN

- a. DECLARATION's refers to the Declaration of Condominium Ownership and Supplementals.
- b. COMMON PROPERTY shall mean and refer to the Common Area and Association Property as defined in the Declaration.
- c. PROJECT, CONDOMINIUM UNIT ("Unit"), BOARD, EXCLUSIVE USE COMMON AREA, COMMON AREA and ASSOCIATION PROPERTY shall each carry the same definition as set forth in the Declaration.
- d. RESIDENCE refers to any Condominium Unit.
- e. RESIDENT refers to any owner, tenant, etc., who lives within any Residence.
- f. HPRC refers to the Heights @ Progress Ridge Condominium Association, otherwise known as the "Association."
- g. MANAGEMENT COMPANY refers to The Management Group.

### 4. ADDITIONS, ALTERATIONS OR IMPROVEMENTS

No Owner shall make any structural alterations in or to his Unit, or alter the exterior design or color of any part of the Owner's Unit normally visible from the exterior thereof (including any alteration of the window coverings for the Owner's Unit, i.e. stain glass, etc.) or make an installation or any change to an installation upon the Common Elements (i.e. air conditioning unit, satellite dish, etc.), or maintain, decorate, alter or repair any part of the Common Elements, **without the prior consent in writing of the Board of Directors**. The Board of Directors shall consider the granting of such consent only after

the Owner shall submit a complete set of architectural, mechanical, electrical or other relevant plans and specifications, which submission shall be reviewed by such architects and engineers as the Board of Directors shall deem appropriate. Whether or not such consent is granted, the Owner shall pay, upon demand and in advance, if so required by the Board of Directors, for such professional review. During the course of construction and after completion of same, the Board of Directors may cause its professional advisors to inspect the work to ensure that it is performed in compliance with the approved plans. **The Owner shall pay the costs of such inspection(s) to the Board of Directors, upon demand.** *Prior to commencement of construction, the Owner shall provide the Board of Directors with copies of all relevant building permits and evidence of due compliance with any other requirements of government bodies having jurisdiction regarding such work.* An Owner may not remove any partition walls separating contiguous Units. Before proceeding with any approved alterations or improvements, the Owner shall, if the Board of Directors so requires, provide to the Association, at the expense of the Owner, a performance bond and a labor and materials bond, issued by a surety satisfactory to the Board of Directors, each in the amount of at least 125% of the estimated cost of such alterations or improvements or such other security as shall be satisfactory to the Association. A Unit Owner shall make no repair or alteration or perform any work on the Unit which would jeopardize the soundness or safety of the property, reduce its value, impair any easement or hereditament or increase the common expense of the Association unless the consent of all other Unit Owners affected is first obtained.

Minor alterations to the inside of your unit are permissible without Board approval. However, if you are removing or installing wiring, altering systems such as heating, removing walls, **installing hard surface flooring**, or altering any other items that may directly effect those around you, ***prior approval is needed*** and all applicable City and County permits must be obtained. Conditions for approval of a central air conditioning unit are the same as the antenna and satellite dish policy.

*Hard surface flooring except as installed by the builder during original construction may not be installed within a unit except with the prior written consent of the Board of Directors.*

***All requests for approval for alterations must be submitted to The Management Group on the Application For Additions and/or Alterations to Property form that is attached to this document.***

## 5. ANTENNA AND SATELLITE DISH POLICY

No sewer, drainage, or utility lines, wires or other devices for the communication or transmission of electric current, power or signals shall be constructed, placed or maintained anywhere in or upon the unit or common elements, other than where contained in conduits or placed or maintained underground or concealed in or under Buildings or other structures without prior approval of the Board. Satellite dishes cannot be placed on Common Elements (i.e. roofing, siding, trim, railings, etc.) at any time in any location, or Limited Common Elements (i.e. deck, balcony, etc.) without prior written approval of the Board. *Noncompliance with this rule will result in a notice of non-compliance and the possibility of fines being imposed, and the homeowner **will** be required to pay cost of repairs for all damage to the building, both interior and exterior.*

All approvals given by the Board of Directors for installation of an antenna, satellite dish, air conditioning unit, etc., will be subject to completion and filing of a Covenant of Alteration with Washington County. ***All applications must be submitted along with the \$37.00 filing fee made payable to Washington County.*** Once the stamped copy is returned to the management company, approval will be deemed obtained.

a. Placement of Satellite Dishes to Condominium Buildings

Satellite dishes and antennae may not be attached to a residential structure in any location. Satellite dishes may only be placed on a tripod, within a deck, patio or balcony (except not allowed at the front patio) and use of a flat wire is required for entrance into the unit. No other installation location or method for use of a satellite dish will be approved under any circumstances. Satellite dishes must be smaller than 24 inches in diameter.

6. ASSESSMENT PAYMENT & COLLECTION

Updated on November 4, 2013: See Collection Resolution #2013-001

a. Collection Policy / Delinquent Assessment

Assessments are due by the 1st of each month. Any assessment not received by the 10th of the month will incur a late charge of \$20.00 and the outstanding balance will accrue interest of 12% per annum. If payment is not received by the 10<sup>th</sup> of the month, a letter will be sent to the homeowner notifying them that their account is now delinquent. If an account becomes 25 days delinquent the Association will send a notice of intent to file a lien. The notice shall demand payment and notify the owner that if payment is not received within 10 days, the Association will file a lien and that if payment is not then received, the Association may pursue foreclosure of the lien. If payment is not received, the lien will be placed against the property and notice will be given to the homeowner and the mortgage holder upon placing the lien of the default in assessments. If the account is not brought current within seven (7) days from the date the lien was placed, the Association may foreclose the lien or pursue any other means of collection authorized by the Declaration, State or Federal Law, including money judgment, wage garnishment, asset attachment, etc. All costs incurred by the Association in connection with collecting the debt, will be assessed to the homeowner (i.e. Cost of lien process \$175.00, filing fees, etc.). Once the lien has been put in place, the Account may be turned over to a collection agency and/or attorney to obtain payment and all costs incurred will be the responsibility of the delinquent homeowner.

b. Coupon Books

Coupons are mailed out to all owners on a quarterly basis. Replacement coupons will be billed at \$5.00 per quarter.

7. ASSOCIATION GOVERNING DOCUMENTS

All homeowners can obtain copies of the governing documents, financial information, minutes of Board Meetings, or any other pertinent information through the website. If owner requests copies of these documents be provided, there is a charge for this as set by the management company. All homeowners receive initial copies of the governing documents through the Title Company at close of escrow. The fee for additional copies ranges from \$25 to \$135. These fees are not waived. It is imperative that all owners retain original copies provided at close of escrow.

## 8. ENFORCEMENT OF RULES AND REGULATIONS

### a. Enforcement of Rules

The Board of Directors, HPRC Board Members and Residents have the right to report any violation of the rules and regulations defined in the Declaration, Bylaws or Rules & Regulations of the HPRC. In addition, The Board of Directors has the right, after Notice, to assess Compliance Assessments ("fines"), penalties or take other action against violators in order to protect the rights, safety and property of the HPRC members and Residents.

In addition to any other means of enforcement provided in the Declaration or other governing documents, the Board of Directors has the right, after Notice, to suspend the voting or Common Property usage rights of an Owner/Resident and/or to impose a fine. The procedures for utilizing such enforcement techniques are listed below:

### b. Reporting Rules Violations

Any person wishing to report a rules violation must provide the report of violation in writing to The Management Group. This can be submitted by mail, facsimile, hand delivery or e-mail through the Association's website. Once received, the Managing Agent will take action as defined below. Verbal reports **will not** be acted upon. NOTE: All written reports will be held in confidence to the extent permitted bylaw.

### c. Inspections

To ensure uniform and timely enforcement of the Rules and Regulations, the Managing Agent will conduct inspections of the Project, at the discretion of the Board of Directors. The Managing Agent will maintain a current log of possible Rules & Regulations violations observed during these inspections. This list will be organized by address and if requested will be included in the monthly management report submitted to the Board of Directors. Addresses will remain on the violation list until the Managing Agent observes the violation has been corrected.

**Updated on November 4, 2013: See Fine Schedule for Non-Compliance #2013-002**

### d. First Notice/Request for Hearing

When a possible violation is noted, the responsible Owner will be notified in writing of the violation. In this notice the Managing Agent will identify the violation and ask the Owner to correct the violation within a specific period of time. Normally the time given to correct the violation will be 15 days. However, a shorter time may be specified because of safety concerns, or if required by the Declaration or Bylaws.

The homeowner is also given 10 days from the date of this letter to request a hearing with the Board of Directors. The purpose of a hearing is to provide an opportunity to be heard for the Owner to discuss the alleged violation with the Board of Directors. When an Owner does not agree that a violation exists, the Board hearing provides the Owner the opportunity to present the relevant facts in support of that position. If the homeowner does not request a hearing, *it is assumed that the owner agrees there is a violation.*

e. Notice of Fine

If it is observed that the violation has not been corrected by the deadline in the first notice to correct and the homeowner has not requested a hearing with the Board of Directors, a fine notice will be sent to the homeowner notifying them that a fine of \$75.00 has been imposed.

Should the violation remain for another period of 15 days (violation would then not be remedied for 30 days), a second fine of \$100.00 will be imposed on the homeowner's account. Should the violation remain for another period of 15 days a third fine of \$250.00 will be assessed. The Board will then review for additional imposition of fines or legal action to gain compliance with the Association governing documents. All fees, charges, and costs incurred by the Association in relation to gaining compliance, will be charged back to the Owner in violation.

*Violations are progressive meaning that only one warning will be given per cited violation type within a one-year period.*

f. Parking Violations

Violations of any parking Rules & Regulations may result in the vehicle being towed at the vehicle owner's expense without prior notice of any kind to the vehicle owner. The towing company will document all vehicles that are towed and neither *HPRC, The Management Group, nor Polygon Homes will be responsible for refunding any of the fees charged by the towing.* The Association may impose fines in addition to any fees levied by the towing company.

g. Other Enforcement

Following imposition of fines, the Board of Directors may also elect to suspend the right of an Owner/Resident to vote at meetings of the HPRC for 30 days, or in the case of a continuing violation, including without limitation, the nonpayment of assessments which have become delinquent, such suspension may be imposed so long as the violation continues. Owners not in good standing with the Association will also not have any architectural applications reviewed for approval until the owner has brought their unit in good standing.

In addition to the imposition of fines, the Board may take any other legal action it deems necessary to enforce the Rules & Regulations of the HPRC.

9. GARAGES

- a. Garages may only be used for parking of vehicles and may not be used as part of the residence, i.e. bedroom, playroom, storage, if it prevents parking of vehicles at any time.
- b. Owner shall be responsible for repairing and replacing any automatic opening or similar device installed for the garage. Neither the Association nor Management will provide any type of service for the garage door opener. This is the sole responsibility of the owner.
- c. Owner may not make any permanent conversion of the garage.



10. GENERAL PROPERTY RULES

- a. Damage to Common Property is prohibited. In accordance with these Rules, any Common Property damage caused by an Owner, or such Owner's family, guests, invitees, tenants, lessees or pets shall be charged back to the Owner.
- b. Exterior decor and ornamentation must be approved by the Board of Directors. No items may be placed in common area turf areas. All items placed may not be offensive and must be aesthetically pleasing as determined by the Board of Directors.
- c. Bicycles, tricycles, skateboards and other wheeled vehicles and toys are prohibited from being used or left on lawns and landscaping nor may they be stored on the patios or decks. Pedestrians always have the right-of-way on walkways. Walkways shall not be used for storage of these items.
- d. There is no skateboarding allowed within the Progress Ridge Community. All portable/temporary equipment (tools, toys, portable play equipment, including basketball hoops) shall not be allowed to remain in the driveway of any home or common area when not in use. All of these types of items should be stored in the garage (so that they are not visible from the street) when not in use. The following equipment is not allowed within the Progress Ridge Community: roller hockey nets/equipment, skateboard ramps, etc.
- e. No owner has the right to alter, paint, decorate, remodel, landscape or adorn any part of the Common Property *without the written consent of the Board of Directors*. This does include planting of flowers and bulbs in the flowerbeds at the front entry of the units.
- f. If you use a garden hose or other equipment, the hose and equipment must be detached from your outside bib and returned to the inside of your garage and ***out of sight when not in use***.
- g. Hanging, drying or airing of clothes, towels, rugs, etc., in windows or outside is prohibited. No exterior clotheslines are permitted anywhere in the Project.
- h. Only two (2) signs per Unit are allowed. These can be placed in the window, and should be professional looking. They are not to exceed 24" x 30". "For Sale" signs are permitted in the window of homeowner's Unit Only. Open House signs may only be placed on the day of the Open House not to exceed 6 hours. Political signs may also be placed in the window of each unit 60 days prior to an election and must be removed immediately following the election.
- i. No other signs of any kind or for any purpose may be displayed without prior written consent from the Board of Directors. Absolutely no signs may be attached to the exterior portion of the buildings.
- j. No exterior radio, transmitter tower or other type of antenna (except as set forth in Section 5 above) may be constructed, installed or maintained within HPRC.
- k. No aluminum foil, paint, newspaper or similar covering shall be applied to the windows or doors of any residence or garage. All window coverings that are visible from the exterior of a Unit shall be a solid neutral color, such as white, cream, beige or natural wood tones.

- l. No decals, stained glass or other ornamentation may be placed on any window of any unit or garage for exterior viewing, with the exception of holiday decorations which must be timely removed after the holiday, as stated further in these rules. Owners may place security decal and required alarm permit within window so long as does not exceed a 3 x 5 size.
- m. **With prior written approval from the Board of Directors**, window tinting may be used on the Condominium Unit windows. No mirroring effect from the outside view will be approved.
- n. The mailboxes are not bulletin boards and may not be used for this purpose. Anything posted on the Association mailboxes will be immediately removed and, any damage will be charged back to the homeowner.
- o. Door decorations can only be displayed on the front doors by use of an over-the-door hanger or other similar non-permanent type hanger. *No nails may be put into the doors, garage doors, etc.*
- p. Garage, yard, patio or estate sales or any similar activities are not permitted on Community Property. However, the Board reserves the right to have a COMMUNITY SALE twice a year if there is homeowner interest and volunteers to coordinate. This is generally to be scheduled in the spring or summer time.
- q. Owners may not plant any materials within the common area landscaping. The Association's landscapers maintain these areas. If an owner would like to plant bulbs or flowers, owners may request prior approval from the Board of Directors.
- r. On-site vehicle washing shall be permitted only in paved areas that discharge all waste to a water quality treatment facility.
- s. No sporting or exercise equipment shall be used in any upstairs Unit or on the adjacent patio or deck, including: bikes (stationary or otherwise), treadmills, trampolines, free weights, weight machines, elliptical fitness machines, stair machines and the like.
- t. Window air conditioners are allowed from May to October. Air Conditioners must be white or beige in color and in good condition. Clear tape and Plexiglas should be used to fill in around the unit. Plywood or cardboard **ARE NOT** allowed. The Board may require removal if is not aesthetically pleasing or noise from unit initiates complaints from neighboring units. No owner may attach any type of support brackets while using window units.

## 11. HARASSMENT

Residents are prohibited from verbally or physically harassing, annoying or threatening HPRC employees, vendors or volunteers. Complaints regarding HPRC employees or vendors should be presented in writing to the HPRC Board of Directors, in care of The Management Group, Inc. The HPRC has a zero tolerance policy for verbal or physical abuse. Any and all threats will be taken seriously and will be handled by whatever legal means are available to the Association.

## 12. HAZARDOUS ACTIVITIES

- a. No firearms shall be discharged within the Project.

- b. No fireworks shall be set off within the Community.
- c. No open fires/flame shall be lit or permitted within the Project, except in a contained barbecue unit while attended and in use for cooking purposes. No fire pits allowed.
- d. Any activity or condition that endangers the health or safety of others is prohibited.
- e. Nothing shall be done or kept in any Unit or on the Common Property, which will increase the HPRC's rate of insurance or cause it to be canceled.

13. HOLIDAY DECORATIONS

Holiday decorations may be displayed 21 days before a holiday and must be removed within 14 days after the holiday. Such holiday decorations must be contained to the condominium exclusive use property and may not extend into the common area flowerbeds and trees. Any damage caused to the common area or the exclusive use limited common area will be charged back to the homeowner. Decorations can never be attached to the siding or roof of any building (i.e. nails, tacks, push pins, etc.)

a. Winter Holiday Decorations

- 1) Winter Holiday decorations are permitted from November 1 until January 15. Winter Holiday decorations must be removed by January 15.
- 2) All Winter Holiday lighting and decorations must be contained to the condominium exclusive use property (patio, fascia boards, etc. of the condominium) and may not extend to the flowerbeds, plants, trees, sidewalks, grass, etc.
- 3) Lighting must be UL listed and approved, and must be turned off by midnight each night.
- 4) Winter Holiday wreaths may be displayed on the front door by use of an over-the-door hanger or similar non-permanent hanger ONLY. Wreaths may not be attached to the door in any manner.
- 5) The Homeowner is responsible for any and all damage caused by the Resident's display of Holiday decorations. Should repairs be necessary to the door or other common area property due to the use of holiday decorations, the repairs will be made by the Association in accordance with the Declaration and Association Bylaws, and will be charged back to the Homeowner.

14. HOME BUSINESSES

The Units shall be used for: (i) residential purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling; (ii) for the common social, recreational or other reasonable uses normally incident to such purposes; and (iii) for purposes of operating the Association and managing the Condominium. **An Owner or occupant residing in a Unit may conduct business activities within the Unit so long as:** (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Condominium; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees

or door-to-door solicitation of residents of the Condominium; and (iv) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board of Directors.

15. INSURANCE

- a. Each Owner shall be responsible for obtaining, at his own expense, insurance covering his property not insured under Section 9.1.1. of the Bylaws and against his liability not covered under Section 9.1.2. of the Bylaws.
- b. When an insurance claim is made and/or any loss incurred by the Association for which the Association has insurance (hereinafter an "insured loss"), and where the Board reasonably can allocate the cause of such loss (in whole or in part) to any individual Unit Owner, whether unintentional, intentional, a negligent act, misconduct, failure to maintain or repair a Unit or any space under the control of a Unit Owner, and/or failure to otherwise comply with the Declaration and Bylaws and/or rules on the part of any Unit Owner (the term "Owner" as used in this section to include any tenant, occupant, agent, or other person residing in or visiting a Unit), then the Unit Owner shall pay any insurance deductible incurred by the Association that is related to such deductible loss to the Association (up to the amount of loss so caused, if the loss is less than the deductible). In the event of multiple entities causing loss, the Unit Owner shall be jointly and severally liable with any other loss-causing entities with respect to the Association. In the event of any loss greater than the deductible, the provisions of this section shall not limit the Association or its assigns from pursuing a claim against the Unit Owner for the entire loss, under precepts of applicable Oregon law and of the Declaration.
- c. Such payment of a deductible loss shall not limit the rights, if any, of any insurer to proceed under its own subrogated rights against the Unit Owner based on any such insured loss, and any insurer (and/or its assigns) is not limited from proceeding against such Unit Owner for all loss so caused by such Unit Owner by this section.
- d. The Association shall have the right and may elect to file a lien against the Unit for the deductible loss as set forth herein, as provided for elsewhere in the Declaration and/or may otherwise enforce the right to payment as a Special Assessment allocable to that Unit and/or Unit Owner.
- e. In the event of dispute with respect to the determination by the Board allocating responsibility for such deductible loss, the determination of the Board shall be upheld unless arbitrarily and capriciously made, provided that a Unit Owner so affected may request, in writing, a hearing before the Board (or before a subcommittee appointed by the Board, if the Board so elects) to contest imposition of liability for such deductible loss. Upon any such request, the Board shall provide for an opportunity for hearing to such Unit Owner, the hearing to be held not more than 60 days from the date of request.
- f. If the matter is not resolved by such hearing, the Board may elect to submit the matter to binding arbitration by an independent committee of three Unit Owners (not affected by such loss) for arbitration of same (one arbitrator selected by the Board, one selected by the Unit Owner, and one selected by the two arbitrators so selected, which three arbitrators shall constitute the Arbitration Committee for that deductible loss), to which the Board and

the Unit Owner shall submit, subject to the provisions of this section. The arbitrary and capricious standard of review of the Board's determination as set forth in the prior paragraph shall apply at such arbitration. The arbitration shall be conducted in the Portland Metro Area, in accordance with the then-current commercial Arbitration Rules of a professional arbitration service mutually acceptable to the parties, but if the parties cannot agree to the selection of rules within 21 days of the demand for arbitration, then in accordance with the rules of the American Arbitration Association. The arbitration shall be held before the Arbitration Committee. All facts and other information relating to any arbitration arising under this section shall be kept confidential to the fullest extent permitted by law, and the members of the Arbitration Committee shall be held harmless for their service on such committee. The Arbitration Committee members shall be reasonably compensated for their time expended in the arbitration, and shall have authority to award attorneys fees and costs, as well as any costs, compensation for time expended by the Arbitration Committee members, and/or other reasonable expenses, to the prevailing party. Arbitration shall take place not later than 75 days from the date the Board elects to request same.

- g. The Association's enforcement rights are not limited by any hearing and/or by the arbitration, provided that if enforcement has been commenced, the results of the hearing and/or arbitration shall retroactively modify such enforcement with the Association having no liability for having taken enforcement measures prior to any such hearing or arbitration.
- h. The Board may set the deductible amounts on insurance policies of the Association in such amounts, as the Board deems reasonable. The determination of the Board as to same shall be subject to the arbitrary and capricious standard set forth above. The current deductible is \$10,000.
- i. The provisions of this amendment shall be liberally construed so as to affect the terms and remedies set forth herein. Nothing herein shall require the Association to pay any insurance deductible payable under a unit owner's individual insurance policy.

16. MAINTENANCE OF UNITS, COMMON ELEMENTS & LIMITED COMMON ELEMENTS

a. Units:

- 1) All maintenance of and repairs to any Unit shall be made by the Owner of such Unit, who shall keep the same in good order, condition, and repair. Without limitation of the foregoing, each Owner shall be responsible for repairing and replacing any automatic opening or similar device installed for the garage door of that Owner's Unit. If an Owner fails properly to perform his or her maintenance and repair responsibility, the Association may enter on to the Owner's Unit and perform such maintenance and/or repair and assess all costs incurred by the Association against the Unit and the Owner as a special assessment pursuant to Section 5.3.12 of the Bylaws.

b. Common Elements and Limited Common Elements:

- 1) All maintenance, repairs and replacements to the General Common elements and the Limited Common Elements shall be made by the Association and shall be charged to all Unit Owners as a common expense.

- 2) The Common Elements shall be used for the enjoyment of the Residents. The common elements shall not be obstructed, damaged or interfered with by a Unit Owner, Resident or Guest.
- 3) Each Unit Owner shall keep the Limited Common Elements that pertain to the Unit in a neat, clean and sanitary condition.
- 4) Unit Owners shall maintain electricity in their units at all times. During freezing weather the Unit's temperature shall not be less than 56 degrees.
- 5) When the outside temperature is below 35 degrees, Unit Owners are required to disconnect all outside water hoses from the outside faucet. Unit Owners whose outside water hose is not disconnected during these cold temperatures will be responsible for any and all damages caused to pipes, walls, and exterior and interior surfaces.
- 6) The Association shall be responsible for the painting, staining, repair and replacement of the exterior surfaces of all Units (including the repair and replacement of roofs, gutters, vinyl siding and garage doors); cleaning of the exterior surfaces of all window and door glass; the repair and resurfacing of all streets, driveways, and walkways; and the cutting, pruning, trimming, and watering of all landscaping.

**17. Replacement of Section 17 to the Rules & Regulations**  
**Manual**  
**Formally Adopted 2/27/07**

**PARKING RULES & VEHICLE RESTRICTIONS**

There is limited over-flow and guest parking bays at HPRC. In order to ensure guest parking for all residents, the following rules have been established. Continuous compliance is important to prevent the towing of your vehicle.

**Parking Violations** - Violations of any parking Rules & Regulations may result in the vehicle being towed at the vehicle owner's expense without prior notice of any kind to the vehicle owner. The towing company will document all vehicles that are towed and neither *the Heights at Progress Ridge Condominium Association (HPRC)* nor *The Management Group* will be responsible for refunding any of the fees charged by the towing company. The Association may impose fines in addition to any fees levied by the towing company.

**Vehicle Registration**

- a. All vehicles must be registered with the Association within 21 days of purchase closing. A registration form for each vehicle showing the Owner, HPRC address,

contact information, make, model, license plate, vehicle year, and color will be required.

- b. **Vehicle registrations will be updated annually.** *All Owners will be required to re-register even if their vehicles have not changed.* All newly purchased vehicles must be registered with the Association within 10 days of the change. If Owners do not act in accordance with the Rules & Regulations of Heights @ Progress Ridge Condominium Association, compliance fines may be imposed and vehicle will be subject to tow without notice.
- c. Owners will be issued parking permits for each owned and registered vehicle that exceeds the Associations Parking Regulations as defined below.
  - i. All owners are required to park 2 vehicles within their respective garages.
  - ii. If an owner has a 3<sup>rd</sup> vehicle and no driveway, the owner will be provided 1 (one) parking permit.
  - iii. If an owner has a 4<sup>th</sup> vehicle and a 2 car garage and 2 car full size driveway, the owner will not be provided a parking permit. The owner would only be allowed a permit if a 5<sup>th</sup> vehicle was owned and registered with the Association.
  - iv. If an owner has a 4<sup>th</sup> vehicle and no additional driveway available, the vehicle must be parked in the outside the community or in appropriate “cut-out” locations along City Streets on a first come, first serve basis.
  - v. **Cost for replacement of lost or stolen placards: \$50.00**
  - vi. Only 1 (one) parking permit per owner will be allowed if the owner qualifies.
  - vii. *All parking permits must be displayed on the lower left interior of the driver’s side windshield.*
- d. Any unregistered owners vehicle parked in a Resident or Guest space is subject to compliance fines and towing.
- e. Any owners’ vehicle parked in a Resident parking space without a parking permit is subject to compliance fines and towing.
  - 1. Owners are encouraged to have visitors park in their own driveway if unoccupied.
  - 2. *All parking permits must be displayed on the lower left interior of the driver’s side windshield.*

**General Instructions**

- a. The speed limit at HPRC is a resident speed of **25 mph**. However, the Board encourages and requests that all owners slow down to at least **15 mph** due to the density of our community and for the safety of our residents.
- b. No vehicle may be parked in the same place within the Common Property for more than 48 consecutive hours. No owner may store a vehicle in his or her designated driveway.
- c. Parking is not allowed in the City streets, alleys or sidewalks within the Community. If a vehicle is parked in violation of this rule, the vehicle will be subject to immediate tow without notification to the owner. Vehicles may park on appropriate "cut-out" locations along the City Streets on a first come, first serve basis.
- d. Parking of boats, truck campers, recreational vehicles, or similar vehicles or equipment shall not be permitted unless completely enclosed within Owner's garage. **Parking of these items within the garage cannot limit resident from parking all vehicles within the garage.** No off-road, unlicensed motor vehicle shall be operated upon the Common Property. No recreational vehicle may be parked anywhere on any portion of the Project, except for the purposes of loading and unloading.
- e. Only minor maintenance such as vehicle cleaning, changing flat tires, and changing of a dead battery, etc. is allowed. No on-site vehicle maintenance or repair involving motor oils, fuels, or other lubricants or solvents shall be permitted anywhere on or within the Community. Owners permitting vehicles to leak on common and limited common areas will be responsible for all cleanup and repair costs. Owners must keep driveway areas clean of oil leaks and rust stains.
- f. On-site vehicle washing shall be permitted only in paved areas that discharge all waste to a water quality treatment facility.
- g. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited anywhere within HPRC.
- h. No trailer, truck, boat or recreational vehicle may be used as a living area within the Project.
- i. **Garage doors must remain completely closed** except when someone is in attendance. Garage doors shall also remain closed during noise-related activities, such as social gatherings or during the operation of power tools.



- j. Garages are to be used for parking vehicles at all times. Any other uses must not impede the parking of two (2) vehicles at any time, i.e. office, storage, playroom, etc.
- k. Any vehicle parked within the Community grounds shall be parked in a manner not to cause difficulty for other residents to back out of their garage.

### **Resident Parking & Resident Parking Permits**

- a. Residents (to include tenants) shall park 2 vehicles inside their garage.
- b. If there are 3 resident vehicles and a driveway, additional vehicles must be parked in the driveway. Owners must utilize their driveways prior to parking elsewhere in the community.
- c. If there are 3 resident vehicles and no driveway, owners can apply for a parking permit, if approved, the 3<sup>rd</sup> resident vehicle may park in an open parking bay marked Resident. Vehicles without permits may park on appropriate "cut-out" location throughout the community City Streets. These parking locations are on a first come, first serve basis.
- d. Only one resident vehicle may be parked in an open parking bay marked Resident at any time and the vehicle must have a designated parking permit provided by the Association. All other open parking bays marked GUEST will be for the sole use of guests of Heights @ Progress Ridge. Any unit owner who owns more than 3 vehicles, must park the 4<sup>th</sup> and all additional vehicles either in the owners designated driveway or on the public streets.
- e. No vehicle may be parked in any parking bay for over a 48-hour period regardless of whether a resident parking permit is in place.
- f. *Residents may not park in the open parking bays without a valid parking permit displayed in their vehicle. If a resident vehicle is parked in an open parking bay, without the required permit displayed, the vehicle will be subject to immediate tow without notice and/or compliance fines.*
- g. Residents/Guests shall not park their vehicles in other Unit Owner's driveways. Vehicles doing so are subject to immediate tow without notice at vehicles owner's expense.
- h. Residents/Guests shall not park in front of mailboxes, fire hydrants, fire lanes, alleyways or any other undesignated parking spaces. Any vehicles parked in these areas are subject to immediate tow at owner's expense or imposition of compliance fines.

- i. Residents shall not park any inoperable vehicle, improperly licensed vehicle or vehicle in disrepair on the community property for an excess of 48 hours. The only exception to this is if the vehicle is parked in a fully enclosed garage. To be operable a vehicle must be legally highway ready, including a current license plate, no flat tires, etc.

### **Guest Parking**

- a. Guests may park on a first come, first serve basis in the open parking bays marked GUEST and/or appropriate "cut-out" locations.
- b. Any guest vehicle parked in an open parking bay shall be parked in a manner not to cause difficulty for residents to back out of their garage.
- c. No guest vehicle may be parked in the same place within the Common Property for more than 48 consecutive hours.
- d. Any person residing within the Heights at Progress Ridge Community for more than 30 days in a calendar year is not considered a "Guest".
- e. Guests illegally parked will be towed with no notice at the expense of the vehicle owner. **It is the Unit Owner's responsibility to inform guests of the parking rules and regulations within the Community.**
- f. Guests are required to abide by all parking rules as outlined above for resident parking.

### 18. **PATIOS AND BALCONIES**

- a. Rugs, drapes, towels or other articles shall not be draped or hung on balcony railings, patio walls, or from windows.
- b. Unit Owners are responsible for the maintenance and upkeep of the patio and balcony areas of their Units. Patios and balconies must be kept clean and tidy.
- c. Balconies and patios may not be used for storage of unused furniture, cabinets, cartons, automobile parts, bikes, play equipment, etc. No outdoor storage sheds shall be permitted on patios or decks.
- d. Potted plants, patio tables, umbrellas, etc., must be kept in good condition and be aesthetically agreeable. All furniture placed on the balcony or patio must be outdoor patio furniture.
- e. Only gas or electric barbecues are allowed. Residents must make sure the barbecues are away from the vinyl siding and anything combustible. Barbecues may not be kept on the front patio by the front entrance door.

- f. No pots or other items shall be placed on top of or permanently attached to the outside of any wall or railing, especially if made of wood. Hanging type baskets that do not nail or screw into the railings would be acceptable. Each Resident shall take reasonable steps to capture water from potted plants and to protect the patio/railing surface from staining or rotting. If damage or early deterioration occurs from the placement of pots or other items, **the homeowner will be responsible for the full cost of repairs or replacement.**
- g. Plants of the “vining” nature are not allowed to attach and grow upon (in any way) the exterior of the buildings, including the fixed trellises, posts, siding, railings, etc. All potted plants must be kept pruned away from the buildings.
- h. No Resident shall make any improvements to a balcony, entry or patio or similar area unless and until the Architectural Control Committee approves the plans. Architectural forms for this purpose are available from the Management Company or the website.
- i. Balconies and patios must be maintained in the as-built condition. No tile, carpeting, marble, etc., may be placed on any balcony or patio surface.
- j. No Resident shall interfere with the surface or any subsurface drainage of any patio, entry or balcony as established by the builder.
- k. No exterior lighting of any kind may be installed on any portion of the building, landscaping or unit without the prior review and approval of the Association Board of Directors (this does include twinkle, patio lights, etc).
- l. Homeowners may not attach any type of decoration to the vinyl siding of the buildings. When attaching decorations, such as lanterns, wind chimes, etc. they must be attached to the wood trim. Owners are responsible for the repair or any damage caused by attaching these decorations.
- m. Bird feeders may be used, but only sterile birdseed may be used. The Board reserves the right to deny use of bird feeders if a problem with pigeons is determined.
- n. Wind Chimes are allowed in the community so long as there are **no complaints from neighboring residents**. If the Board of Directors determines that a wind chime is a nuisance, the resident must remove the wind chime immediately.
- o. The Board reserves the right to prohibit any exterior decorations that may be considered offensive, a noise nuisance or inappropriate for the community.
- p. Tiki torches are not allowed within the community.
- q. No owner may use any type of mesh screening or lattice screening along the deck railings for use as privacy screening.

19. **PETS**

- a. Residents are entitled to keep domestic dogs or cats, birds, hamsters and fish provided that they are not kept, bred or maintained for commercial purposes.

- b. 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.
- c. Pets will not be allowed on any Common Element unless they are on a leash or being carried and are being walked to or from the Unit to a street or sidewalk. This does include cats.
- d. Residents shall prevent their pets from damaging any portion of the Common Property. Pet owners have the absolute duty and responsibility to immediately pick up their pet's waste and dispose of it in a sanitary manner. Property damage, including damage to the Common Area grass, will be repaired and charged back to the Homeowner responsible for the offending pet.
- e. No pet can be attached by leash, chain, rope or any other manner, to the building, decking, posts, ground anchor, etc.
- f. No resident may leave pets outside on the patio or deck without attendance of the resident.
- g. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium.

20. QUIET ENJOYMENT.

No Resident shall permit any activity to be performed or any substance or material to be kept anywhere on the Project which will obstruct or interfere with the rights of quiet enjoyment of the other Residents of HPRC, or annoy them by unreasonable noises, odors, fumes, etc., nor will any Resident commit or permit any nuisance on his Condominium. The Board shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.

- a. In general, all noise shall be kept at a level that does not unduly disturb your neighbors or the other Residents.
- b. Noise that is plainly audible outside any residence or building is a violation.
- c. All Residents are responsible for noise caused by their families, invitees, pets and guests, as well as themselves.
- d. Prolonged idling or revving up of vehicles is prohibited.
- e. Car radios must be turned to a volume that cannot be heard outside the vehicle.
- f. Recognized quiet hours of the community are from 10 p.m. to 7 a.m.

21. RENTAL / LEASE OF CONDOMINIUM UNITS

- a. Each owner desiring to rent his Unit shall submit for approval by the Board the lease agreement with the prospective renter or lessee. The Board shall approve such lease agreement as long as (1) any charge due the Association in connection with its review of the lease agreement has been paid by the Owner and (2) the Board determines that the lease agreement satisfies the requirements of the Declaration and Bylaws.
- b. A new request for approval shall be submitted for any change in lessee and/or renter.
- c. All Leasing or Rental agreements shall be in writing and shall expressly state that they shall be subject to this Declaration and the Bylaws (with a default by the tenant in complying with this Declaration and/or Bylaws constituting a default under the Lease or Rental agreement).
- d. The Homeowner is further responsible for notifying The Management Group, Inc. of any change in tenancy so that parking records may be kept up-to-date, new tenant contact information, new owner information, etc.
- e. It is the responsibility of the Homeowner to inform their tenant(s) of the parking rules at HPRC. Neither HPRC, the Board of Directors, Polygon Homes nor The Management Group will be responsible for refunding parking fines or towing fees to the Unit or vehicle Owner of any sort that may be assessed against for illegally parking within HPRC in disobedience of HPRC Rules & Regulations. *There is no grace period.*
- f. It is the Owner's responsibility to supply his or her tenant(s) with a current copy of the Rules & Regulations. Tenants are responsible for knowing the rules. In addition, owners of rental units are responsible for notifying the Management Company of any change in tenant vehicles.
- g. All communication with the Board of Directors, the Management Group or Polygon Homes will be through the owner of the unit. No communication or contact will be made directly with the tenant.

## 22. RIGHT OF ENTRY

The Board and its agents or employees, may enter any unit or limited common element (i) in the event of any emergency originating in or threatening the Unit, Common Elements or other Units, (ii) requiring repairs necessary to protect public safety, whether or not the Owner is present at the time, (iii) for the purpose of performing installations, alterations, or repairs to any Common Element, (iv) to prevent damage to the Common Elements or another Unit, or (v) to inspect the Unit to verify that the Owner is complying with the restrictions and requirements described in the Declaration, the Bylaws, and/or the Rules and Regulations, *provided that* requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner unless otherwise stated above. The Association shall not be deemed guilty in any manner of trespass for entering a Unit or any portion of the Condominium in accordance with Section 15.4 of the Declaration.

Prior to entry for any non-emergency maintenance the management company will provide the homeowner with 24-48 hour written notice.

## 23. TRASH

- a. Every Resident must keep the collection containers in his/her respective garage and out of sight at all times.
- b. Residents are required to purchase a trashcan and to arrange for garbage pickup from the respective service provider. No extra bags or trash will be picked up and/or paid for by the Association. Residents may not accumulate garbage in the garage or store garbage that has an excessive odor, and after proper notice the Association can have the waste removed and charge the expense for the removal to the Owner of the Unit.
- c. All garbage, trash and recycling shall be securely bagged in plastic before depositing into trashcans.
- d. Cardboard boxes shall be flattened before placing on common elements on trash/recycle pickup day.
- e. Trash containers may be set out 24 hours prior to collection. All trash containers must be put away within the Resident's respective Unit within 24 hours of trash collection.
  - 1) Christmas trees may not be placed outside for pick up before the first trash collection day after Christmas.
  - 2) Christmas trees may not be placed outside for collection prior to 4:00 p.m. the day before collection.

# Heights @ Progress Ridge Condominium Association

## ARCHITECTURAL REVIEW COMMITTEE APPLICATION FOR ADDITIONS AND/OR ALTERATIONS TO PROPERTY

Name: \_\_\_\_\_ Div.: \_\_\_\_\_ Lot #: \_\_\_\_\_

Address: \_\_\_\_\_

Owner's Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Address of Proposed Work: \_\_\_\_\_

Work being performed by (mark one): Contractor: \_\_\_\_\_ Homeowner: \_\_\_\_\_

Description of Work: (Attach supporting information / material with this form, as needed). \_\_\_\_\_

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*Please allow 30 days for the ARC to review your application and submit a response back to you.*

Estimated Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Applicant needs to obtain signatures of acknowledgement by property owners that are adjacent to the proposed work.

***Note to adjacent property owners:***

Your signature does not constitute nor indicate approval or disapproval but merely indicates an awareness of the applicant's intent. If you have any concerns with this application please notify the ACC in writing within seven days of your signature date.

Adjacent Lot	Lot Owner's signature	Date	Lot
Left			
Right			
Across			
Rear			

I have read and acknowledged the Architectural Controls, Covenants and Restrictions that govern the procedure for undertaking any addition or alteration to my property

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tracking Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ (for ARC Use)

Disclaimer of Liability or Warranty. The approval of plans and specifications by the Architectural Control Committee for The Heights at Progress Ridge applies only to style, exterior finishes, appearance, and general location of the structures shown in such plans and specifications and shall not be relied upon as an approval or warranty regarding engineering and structural design, building or zoning code compliance, feasibility or marketability for any purpose, or compliance with applicable building ordinances, standards, or regulations. By approving the plans and specification neither the Architectural Control Committee or the members thereof, the Association, the Board, nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed therefrom, and said persons further specifically exclude from such approval any implied warranty of merchantability and fitness for any purpose.

**Heights at Progress Ridge Condominium Owners' Association**  
***Owner/Tenant Vehicle Registration Form***

OWNER NAME \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

**IF UNIT IS RENTED THE TENANT INFORMATION MUST BE COMPLETED**

TENANT NAME \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

**VEHICLE INFORMATION**

\_\_\_\_\_  
YEAR, MAKE & MODEL                      STATE & LICENSE PLATE NO.                      COLOR OF VEHICLE

\_\_\_\_\_  
YEAR, MAKE & MODEL                      STATE & LICENSE PLATE NO.                      COLOR OF VEHICLE

\_\_\_\_\_  
YEAR, MAKE & MODEL                      STATE & LICENSE PLATE NO.                      COLOR OF VEHICLE

***The owner and/or resident agree to abide by the vehicle rules established by the Board of Directors.***

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

**SEND COMPLETED FORM TO:**  
**The Management Group, Inc.**  
**15350 SW Sequoia Parkway, Suite #200**  
**Portland OR 97224**



## RESPONSE TO HEIGHTS @ PROGRESS RIDGE CONDOMINIUM VIOLATION NOTICE

If you have extenuating circumstances to explain this situation, or you believe that this violation notice was sent in error, please take the time to respond and submit this form to The Management Group, Inc. A copy of this will be placed in your individual file on your behalf for future reference. If you would like a hearing with the Board of Directors, please request specifically below.

Thank you for your cooperation.

FROM: \_\_\_\_\_

Homeowner(s) Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

Please note any comments, concerns and conditions, which may prevent compliance within the timeframe, set forth in the violation notice.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RETURN COMPLETED FORM TO:  
The Management Group, Inc.  
15350 SW Sequoia Parkway, Suite#200  
Portland, OR 97224