

Ridgecrest Condominium Homeowners Association

HOUSE RULES

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I. General Information

Ridgecrest Condominium Documents

Homeowners who live in a condominium are subject to the rules and regulations of the Homeowners Association (HOA). The following Governing Documents were originally drafted when the community was first built and founded in 1979:

- Articles of incorporation
- Bylaws
- Declaration of Unit Ownership (“CC&Rs”)

All residents have access to the HOA documents on our community website: www.RidgecrestCondominiums.com. The password is **RCC1014**.

Owners are responsible to review all Governing Documents and House Rules prior to purchasing a unit. You should also keep printed copies for your records, in case you ever have questions or concerns about the HOA’s policies.

Handling a Problem, Emergency or Complaint

1. For most issues, our Management Company should be the primary point of contact. Always call the main office number first. The after-hours line is reserved for emergencies only. If you need urgent assistance with a maintenance issue, please be prepared to leave a voice message with your name, phone number, unit number, and a description of the issue, and your call will be returned as quickly as possible. If the issue requires fire, medical or police assistance, please call 911 **BEFORE** contacting the manager. (See Appendix A for additional emergency numbers).
2. If you have general questions or concerns, or need to report a suspected rules violation, please send an email or written letter to our management office. The Association Manager will notify the Board of Directors and take action accordingly.
3. For possible insurance claims, bring all related claim information to the Association Manager first, and they will contact the insurance adjuster for instructions on how to proceed. **DO NOT** contact the HOA's claims department yourself.

II. Scope of House Rules

These rules apply to all owners and occupants of each unit, as well as their guests. The Board of Directors has adopted these rules to protect your investment, preserve the environment, and to control maintenance costs. These rules may be amended in accordance with the Declaration of Unit Owners for Ridgecrest Condominium, and the Bylaws of the Ridgecrest Condominium Homeowners Association.

III. Owners and Tenants

1. All owners, residents and guests must abide by the House Rules, Declaration and Bylaws. It is the unit owner's responsibility to communicate directly with their tenants, and provide them with copies of these documents. Tenants may be asked to vacate for infractions of the HOA’s rules. Owners are also responsible for the actions of their tenants and guests. Fines assessed for non-compliance will be billed directly to the unit owner’s account.

2. Each unit must be occupied exclusively as a private residence. Residents may work from home, however the unit should not be used as a venue for commercial business activity.
3. Pursuant to the 1996 Declarations amendment, there is a 20% rental cap in effect at Ridgecrest Condominiums. Owners may not lease their unit without first obtaining written approval from the Board of Directors to do so. Rental violations are subject to a \$500 monthly recurring fine.
4. If a unit is rented, the lease agreement must provide that all occupants will abide by the Declarations, Bylaws and House Rules of the Ridgecrest Homeowners Association, as well as the Mountain Park Rules and Regulations. Failure to comply is default under the lease agreement.
5. If an owner has not paid assessments in 90 days or longer, the Board of Directors may file a lien on the unit and take legal action against the owner. Owners with delinquent accounts may lose their rental eligibility until all amounts are paid in full.

IV. Rule Enforcement Fees

When a violation has been reported, a rule enforcement fee may be levied against the unit owner in accordance with the Ridgecrest Fining System (see Appendix B). Once the rule enforcement fees total \$1,000 the Board of Directors may file a lien on the unit and take legal action against the owner. The owner will then be responsible to reimburse all subsequent legal costs.

If an owner requests to dispute the enforcement of a rule violation, a written appeal must be submitted to the Board of Directors, in care of the Management Company, within ten (10) days following the date of the violation notice. The Board of Directors will allow the owner an opportunity for a hearing, and then determine whether an exception or modification is justifiable for that specific case. For more details see Appendix B.

V. Homeowner Association Fees

Ridgecrest HOA dues are paid every month, and are separate from the Mountain Park master association fees. Ridgecrest fees are always due on the 1st of each month, and considered late if not received by end of business on the 20th. If a payment is received on or after the 21st, monthly recurring late fees will apply until all amounts are paid in full, in addition to a 10% per annum interest rate from the due date of the first missed payment.

VI. Procedure for Assessment of Violations

1. Any questions, concerns or complaints involving a possible violation shall be addressed in writing by the unit owner, and sent in care of the Management Company. Tenants must submit all correspondence through their landlord (unit owner), or rental management company. Please provide as many details as possible, and include a photo of the issue if applicable.
2. The Management Company will notify the Board of Directors to confirm the violation, and then send a written compliance notice to the unit owner responsible for correcting the issue.

3. The receiving owner must reply, in writing, within 10 days to confirm the violation was cured. Or, the unit owner may file a written appeal within 10 days of the violation notice. The Board of Directors will review the owner's written statement and schedule a hearing, if requested, to privately discuss the matter in person with the owner.
4. Following the hearing, the Board will further discuss in Executive Session, and determine the next appropriate course of action.

VII. Required Contact Information

All homeowners must complete and submit an Owner/Resident Contact Form (see Appendix C), and include the names of all occupants, including any part-time occupants, for safety purposes. Please list all pet info as well. [Think: In the event of a catastrophe, how many individuals will need to be rescued from your unit?] Any changes to your contact information, or your tenants' information, must be reported promptly.

VIII. Vacant Units, Locks, and Keys

1. If a unit is vacant, the owner is responsible for maintaining electricity to the unit during winter months, and ensuring the thermostat is set above 55 degrees Fahrenheit.
2. All unit and mailbox keys are the responsibility of the individual owner. The HOA/Management Company does not maintain copies. If a resident is locked out of their unit, they will need to contact a locksmith. If damage is caused by forcible entry to the unit, any repairs will also be the responsibility of the unit owner.
3. To obtain a replacement mailbox key, contact the Lake Oswego Post Office (see Appendix A).
4. Owners are responsible to transfer all keys when renting or selling their unit. To obtain a replacement pool key, contact the Management Company. Only one key will be issued per unit at a replacement cost of \$12.

IX. General Common Area Use and Maintenance

1. The "common area" is the area surrounding all the units, which is jointly owned by all Ridgecrest homeowners. The Board of Directors has selected a Management Company that helps coordinate maintenance of the common areas. Each resident is also responsible for cooperating with maintenance efforts by keeping the common areas free of litter and personal belongings.
2. Walkways, common entrances, pathways and driveways must not be obstructed or used for any purpose other than entering and exiting the property.
3. Unit entrances, and other areas visible from the front of the building cannot be used for storage. These areas must be kept neat and free of waste (or other unsightly materials) at all times, including household supplies, furniture, bicycles, strollers, toys, tools and equipment, and other personal belongings.

4. Exterior holiday decorations should be minimal, and installed/removed within only 30 days of the holiday. Open flame or candles are strictly prohibited at all times. Pumpkins, and anything which is perishable or retains liquid, must be placed on a protective barrier so the item is not directly touching any building surface.
5. Unit owners are individually responsible to repair structural or paint damage resulting from failure to protect exterior surfaces.

X. Storage

1. Residents may not obstruct or store any personal belongings in the common areas.
2. Firewood may not be stored in the common areas except for designated locations away from the buildings, or in unit balcony storage sheds. Carpenter ants are a problem and firewood stored next to the buildings attracts them. If you keep firewood in your storage shed, please regularly monitor the shed interior for carpenter ants.
3. The HOA assumes no responsibility for any loss or damage to items left in common areas or other storage areas.
4. Explosive substances, such as gasoline, mineral spirits, paint thinner, or any other items deemed to be flammable or hazardous to persons or property, may not be used or stored anywhere on the premises. Unit owners are individually responsible for any subsequent damage caused by the use or storage of hazardous substances.

XI. Balconies

1. Residents may only store patio furniture, potted plants, and related items on their balconies. Any exceptions require Board approval. Use of open-flame grills is prohibited.
2. To maintain the appearance of the condominium, laundry cannot be hung from balconies.
3. Most balconies are covered with a waterproof membrane for added protection. If the membrane is damaged, please send photos of any damage to the Association Manager.
4. Chopping wood, or other activities that may damage or penetrate the balcony surface or structure, is strictly prohibited, and owners will be liable for any damage caused by such actions.
5. Owners are responsible to sweep dirt and debris away from their balcony as needed to help prevent obstructions in the drainage system. If deck downspouts become clogged, please notify the Management Company before severe drainage problems occur (which can lead to deck flooding).

XII. Waste Disposal

Please follow these guidelines to reduce maintenance costs, odors and pest activity:

1. Household garbage must be contained in tightly secured plastic bags, and placed inside the dumpsters provided at each end of the property. The disposal company will not pick up items which are placed next to, on top of, or surrounding the containers.

2. Cardboard materials must be flattened and cut down so they fit inside the recycle containers. These are located next to the mailboxes for buildings C and D, across from the Clubhouse. Boxes which have not been flattened, cut and placed in the recycle bins will not be picked up, and the owners who leave them in the common area will be fined.
3. Residents are responsible for off-site disposal of any furniture, mattresses, appliances, electronics, packaging, moving materials, remodel debris, tires, exercise equipment, etc. A special pickup for large, heavy or bulky items can be arranged by the Management Company for a separate fee (determined by the disposal company).
4. It is the owner's responsibility to inform tenants about rules regarding proper waste disposal.
5. Waste disposal violations will result in fines, as well as reimbursement for extra pickup fees.

XIII. Pets

1. No more than 2 pets are allowed per unit.
2. All pets must be on a leash, or inside a carrier, at all times when outside the unit.
3. Pets must be licensed and vaccinated as required by local laws. The Board of Directors reserves the right to request such documentation.
4. Animals may not be kept on the property for commercial breeding purposes.
5. Residents are required to clean up after their pets and properly dispose of all waste and litter inside sealed collection bags (into the trash containers only). This rule applies to all areas of the property. Pet owners are also responsible to clean and disinfect any building surface of vomit, urine or fecal residue immediately after contact. If a pet owner is not compliant, professional cleanup will be billed at the unit owner's expense.
6. Storage of pet supplies such as bedding, feeding dishes and toys are not permitted in common areas.
7. Pets are not allowed in the pool area, with the exception of service animals. The Board of Directors reserves the right to request documentation for service animals.
8. Any injury or damage caused by a pet belonging to an owner, tenant or guest, will be the responsibility of the respective unit owner.
9. If a pet is determined to be a nuisance, or if pet policies are repeatedly disregarded by the responsible owner, the Board of Directors may require permanent removal of the animal within ten (10) days following a written notice to the owner.

XIV. Alterations and Addition to Units

1. Prior to remodeling your unit, please submit an Architectural Application to the Management Company in order to begin the approval process. (Photo examples of the finished result may be required.) Unit alterations require written approval from the Board of Directors, as well as signatures from all directly adjacent neighbors before any work can begin.

2. Alterations and additions to the common areas, including doors, windows, and balconies, require written approval from the Board of Directors, and must also conform to Mountain Park HOA regulations. Please ensure you have all necessary permissions, in writing, prior to scheduling any work. Owners may be responsible for removal and/or restoration of unauthorized changes at their personal expense.
3. Installation of hard flooring in any unit requires a protective underlayment for noise reduction.
4. Screen doors for entrance doors are permitted; however, they must match color and style approved by the Board of Directors.
5. Replacement of entry doors must match the same style and color as the existing doors.
6. Alterations to units, common areas, and limited common areas which affect the structural integrity of the building are strictly prohibited.
7. Residents are not allowed to place signs, awnings, canopies, shutters, radio or television antennae on the building exterior. Satellite dishes require written approval prior to installation.
8. Air conditioners may be used temporarily during hot weather. Portable air conditioners (which do not protrude through the window) are recommended. Window air conditioners must not be visible from the front of the building.
9. Damaged windows, locks, and doors are the responsibility of the unit owner and must be replaced immediately.

XV. Fireplaces

The inspection of fireplace chimneys is considered an HOA maintenance item, and is normally scheduled every two years (odd-numbered years). Residents who use their fireplace regularly are encouraged to schedule additional inspections during even-numbered years (at owner's expense).

XVI. 'For Sale' and 'For Rent' Signs

Only Mountain Park approved signs, not to exceed 18" x 24", may be displayed in the window of units for sale or rent, or in case of an "open house" event. Mountain Park approved real estate boxes are allowed to be placed at the entrance to the complex, but should contain only white or light-colored flyers.

XVII. Insurance

The Homeowner Association insurance policy does not cover the interior (walls in) contents of units, or personal liability coverage for individual unit owners. All unit owners and tenants are required to purchase Homeowner and/or Renters insurance for their respective unit, whether or not the unit is occupied. The HOA is not responsible for personal property in the common or limited common areas.

XVIII. Landscaping

The HOA is responsible for all landscape maintenance in common areas. This includes tree trimming and removal. Please do not install, remove or alter any plants, shrubs or trees without written permission from the Board of Directors. Also, do not place anything in the yard waste container without Board permission – it is reserved for pre-approved landscape projects only.

XIX. Rec Room

The Rec Room is located in Building B, next to the swimming pool. It is reserved for Board of Directors (quarterly) meetings, and the Ridgecrest Annual HOA Meeting. All other use requires written approval from the Board, and may be subject to professional cleaning fees.

XX. Swimming Pool

1. Pool hours are from 8:00 AM to 10:00 PM during the summer. The opening of the pool season may vary slightly depending on weather conditions. Normally the season runs from Memorial Day weekend until mid-September.
2. Residents and guests swim at their own risk. NO LIFEGUARD IS ON DUTY.
3. Children under 14 years of age must be accompanied by an adult resident who is able to swim and who will be responsible for the child's safety.
4. Only two guests per unit are allowed in the pool area and MUST be accompanied by the resident host at all times.
5. No glass containers are allowed, and no pets allowed in the pool area (with the exception of service animals).
6. When using the pool, please be quiet and respectful of neighbors.
7. Persons suffering from contagious diseases, or under the influence of drugs or alcohol, are not allowed in the pool area.
8. Persons violating pool rules may have pool privileges removed. Unit owners may be fined for rules violations, including those caused by their guests.
9. Residents using the pool should notify the Association Manager to report any damage, needed repairs, improper water level, water temperature problems, or persons violating pool rules.

XXI. Vehicles & Parking Lot

1. Each unit has been assigned a numbered parking space. Vehicles that are parked in an assigned space without permission are subject to towing at the vehicle owner's expense.

2. Unmarked spaces along the retaining wall are available on a first come – first served basis, but must not be used for long-term vehicle storage. If a vehicle has missing or expired tags, or has not moved within a 14-day period, it will be considered "abandoned" and will be towed at the owner's expense. Parking a resident's car in a visitor space for longer periods may be granted by the Board of Directors for valid reasons (such as vacation or business travel). The written request must be submitted in advance and should include the vehicle's make, model, license plate, and anticipated dates for extended parking.
3. Parking is allowed in designated spaces only, including motorcycles, mopeds, etc. Vehicles must never block access to mailboxes or waste-disposal bins, and must never be parked in emergency zones, driveways or other prohibited areas. Bicycles must be kept in units, or designated storage.
4. All vehicles must be licensed and operable. Vehicles in disrepair may not be parked for longer than 7 days, without written permission from the Board of Directors.
5. Residents may not park or store boats, trailers, motor homes, campers, snowmobiles, or any other recreational vehicles on the property.
6. For safety, the maximum speed limit at Ridgecrest is **5 MPH**.

XXII. Miscellaneous

1. Residents must not disturb others, especially during "quiet hours" between 10:00 PM and 8:00 AM.
2. Residents may not engage in offensive, illegal, or negligent activities that may be hazardous or a nuisance to others.
3. To maintain exterior appearances, only white or off-white window treatments are permitted in unit interiors. This includes blinds and other coverings.
4. Landlords must provide their tenants with printed copies of the HOA's governing documents.

XXIII. Required Winter Precautions

The HOA takes seasonal precautions for the common areas. However, unit owners and tenants must also assist in preventing interior damage during the winter. Frozen pipes can be prevented by following these procedures when the temperature drops:

1. Special water shut-off valves exist in certain lower units, which need to be turned off by residents. These shut-off valves are located in units 1, 3, 4, 9, 13, 20, 22, 24, 32 and 36 under the bathroom sink. Once the valve is turned off, notify the Manager and someone will open the exterior spigot to remove excess water in the line and leave in an open position through the winter.
2. If you plan to be away at any time during the winter months, have someone periodically inspect your unit.
3. NEVER set your thermometer lower than 55 degrees Fahrenheit during cold weather.

4. When temperatures drop below freezing, leave cupboard doors open under your kitchen and bathroom sinks to allow indoor heat to circulate and keep the pipes warm. It is also helpful to leave the light on in your storage area.
5. During freezing weather, open faucets (both hot and cold) and allow water to trickle the width of a pencil.
6. If your pipes freeze anyway, do not use an open flame to thaw them. Hair dryers and hot water may be used to thaw pipes, or wait until the temperature moderates.
7. When pipes thaw, listen for running water when the faucet is turned off. If you hear water running there may be a broken line. This should be reported to the Association Manager immediately so that appropriate action can be taken.
8. As cold weather approaches, please report any vacant units to the Management Company. Steps will be taken to ensure that electricity is turned on to prevent freezing pipes.
9. Owners of rental units are responsible for informing their tenants to take required winter precautions during cold weather.

Appendix A

Telephone and Email Reference

Association Management CENTURY 21 Northstar 7800 SW Barbur BLVD, Suite 1A Portland, Oregon 97219	503-297-1014 Phone 503-297-1585 Fax 971-344-3148 (After-hours Emergency ONLY) HOA.Northstar@Century21.com
Mountain Park HOA 2 Mt. Jefferson Terrace Lake Oswego, Oregon 97035	Phone Numbers: Main: 503-635-3561 Clubhouse: 503-635-3561 Playschool: 503-636-8962 Landscape: 503-635-8333 Fax: 503-635-0971 General E-Mail: info@mtparkhoa.com
Lake Oswego City Hall	City Manager's Office 503-635-0270 City Services: www.ci.oswego.or.us/citizenrequest/contact
Lake Oswego Police Dispatch	503-635-0238 In an emergency call 911
Lake Oswego Fire Department	503-635-0275 In an emergency call 911
Water and Sewer	503-635-0280
U.S. Post Office in Lake Oswego	503-675-4500 501 4th St. Lake Oswego, OR 97034 https://www.usps.com/welcome.htm
Tri-Met Information & Schedules	503-238-RIDE (7433) https://trimet.org

Appendix B

Finning System (Adopted by the Board of Directors January 30, 2014)

The goal of the fining system is to ensure compliance with Rules & Regulations and By-laws, to promote unity and harmony within the complex, to maintain cohesive community relationships in a manner that is fair and equitable to all residents and unit owners, to maintain the aesthetic appearance of our property, and to promote the community's general welfare.

Homeowners are responsible to provide copies of the HOA Rules & Regulations and By-laws to all occupants of their respective unit, and will bear sole responsibility for the conduct and actions of their family members, roommates, tenants and guests.

Violations will be determined by the Board of Directors and Association Manager in accordance with the HOA's governing documents.

Finning Process

The unit owner in violation shall be notified in writing of the specific violation, correction requested, length of time for correction, and consequences of noncompliance.

If the corrections requested by the Association have not been made and the violator has made no attempt at reconciliation or does not request a hearing within 10 days of the date of rules violation letter, a Rules Enforcement Fee will be levied against the owner as follows:

- First offense - \$50 fine
- Second offense - \$100 fine
- Third offense and any offense thereafter - \$150 plus \$5 per day for every day the violation continues.

An opportunity for a hearing will be provided before a fine is imposed. All fines are in addition to any property damage or expense incurred with the related offense.

Unauthorized Rentals

Units in violation of HOA rental restrictions will result in a \$500 fine recurring monthly against the owner. This fine will remain in place for as long as the unit is considered to be a rental property.

Payment of Assessed Fines

All assessed fines must be paid within 30 days of notification. After 30 days, the unit owner in violation shall be obligated to pay all expenses paid by the HOA in collecting any unpaid fine, including attorney fees.

Owner / Resident Contact Form

(Please return completed form via email, fax or USPS, even if your information has not changed recently.)

HOMEOWNER INFORMATION: Unit # _____ Owner Occupied: [] Yes / [] No

Owner Name(s): _____

Other Occupants: _____

Property Address: _____

Mailing / Billing Address: (if different)

Main Email Address: _____

Alternate Email Address: _____

Main Phone # _____ Alternate Phone # _____

TENANT INFORMATION: (if rented) **Please Note - Owners are responsible for ensuring that their tenants have copies of all governing documents for the Association, and to provide the Association with updated tenant information for emergency notification purposes as required per the bylaws, including a copy of your current rental agreement. (Do not write "Ask management company", etc.)*

List names of all occupants: _____

Tenant's Main Email Address: _____

Tenant's Alternate Email Address: _____

Main Phone # _____ Alternate Phone # _____

Property Management Company & Address: (if applicable)

Manager Name & Phone # _____

Manager Email Address _____

EMERGENCY CONTACT INFORMATION: (Other than occupant)

Name(s): _____

Main Phone # _____ Alternate Phone # _____

Main Email Address: _____

Alternate Email Address: _____

VEHICLE REGISTRATION:

(Color / Year / Make / Model) (License Plate Number / State)

(Color / Year / Make / Model) (License Plate Number / State)

(Color / Year / Make / Model) (License Plate Number / State)

PET INFORMATION:

- Pet #1: Dog [] Cat []

Name: _____ Breed: _____

License # _____ Color: _____

- Pet #2: Dog [] Cat []

Name: _____ Breed: _____

License # _____ Color: _____

Additional Comments: _____

