

The Cottages at Autumn Creek
Homeowners Association

**RULES AND
REGULATIONS
MANUAL**

Updated March 2022

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

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THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

INTRODUCTION

Community living requires the full cooperation of all Owners and Residents. It is important that each Owner/Resident familiarize themselves with the following rules and regulations to ensure that all Residents of the Cottages at Autumn Creek enjoy the quality of life to which they are entitled.

The Board of Directors pursuant to the authority granted to it in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the Bylaws, has established the following Rules and Regulations Manual. The success of any community is founded on the basic principles of common decency, respect, and consideration for the basic rights of neighbors. This Rules and 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 and Regulations and the authority for enforcement are contained in the CC&Rs and the ByLaws, which were given to you by the developer or by the seller when you bought your home. This manual is intended as a supplement to the CC&Rs, not as a replacement. All provisions of the CC&Rs not referenced in this document remain in full effect and must be adhered to by all Owners, Residents, Tenants, and Guests. It is the responsibility of each Owner to make their Residents, Tenants, and Guests aware of the restrictions of the governing documents. **However, it is the Owner, as a member of the Cottages at Autumn Creek Homeowners Association (Association), who remains responsible for the conduct of Residents, Tenants, and Guests.** Many Owners include in their lease/rental agreement a termination and/or eviction clause in the event of a violation of the Association's CC&Rs, ByLaws, or Rules and Regulations by the Tenant. It is recommended that Owners inform their Resident/Tenant of which side yards and patios they are responsible for maintaining and that Association Rules & Regulations may change. Owners of rental units are required to provide the HOA's management company with a signed document, provided by the Association, acknowledging that all tenants have received and reviewed a copy of the most recent Rules and Regulations, and agree to follow all Association rules for the Community. This needs to be signed by all Owners and Renters residing in the residence.

The Board of Directors (Board) enforces the rules contained in this manual, established at the creation of the development, manages the financial affairs of the Association and oversees the operation and maintenance of the Association facilities and the Common Area. In each of these areas, a professional property Management Company assists the Board.

The Board may change this document as needed.

MANAGEMENT COMPANY

The Association employs a professional management company to advise and assist the Board in its duties. Monthly association fees are collected and deposited in the Association's account by the management company. Association bills are then paid out of this same account.

The management company is: **CENTURY 21 Northstar**
7800 SW Barbur Blvd, Suite 1A
Portland, OR 97219
503-297-1014 (office)

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ASSOCIATION ASSESSMENT POLICY

Assessments, including any special, limited, and reserve assessments, are due by the first of each month. Payments must be posted to an Owner's account by the tenth (10th) of the month to avoid late fees.

Monthly statements will be emailed to owners who provide a current email address to the management company. Owners can view their account on the Association's website at www.AutumnCreekHOA.com. Automatic payment can be set as well as one-time payments can be made online.

Coupon Books are no longer provided by the Association or management company.

DELINQUENT ASSESSMENT COLLECTION POLICY

Any assessment not received by the tenth (10th) of the month will incur a late charge of forty dollars (\$40) and the outstanding balance will accrue interest of twelve percent (12%) per annum. If payment is not received by the thirtieth (30th) of the month, a letter will be sent to the Owner, notifying the Owner that their account has now become delinquent. If an account becomes forty-five (45) days delinquent, the Association will send a notice of intent to file a lien. If the Association files a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. If the Association brings any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the defaulting Owner shall pay to the Association all costs and expenses incurred by the Association in connection with such suit of action.

If an Owner contacts the Managing Agent of the Association, the Board authorizes the Managing Agent to stop the collection process for a period of ten (10) days to work out payment arrangements. If payment arrangements are agreed upon and not kept by the Owner, the collection process will resume.

As of May 1, 2022, only twenty dollars (\$20) of a late will be waived for any reason. A one-time courtesy waiver may be approved for an Owner account if no other late fees have been waived in the past.

ASSOCIATION DOCUMENTATION

All Owners can obtain copies of the governing documents, financial information, minutes of Board Meetings, or any other pertinent information through the Association's website. All Owners receive initial copies of the governing documents through the title company at close of escrow.

To access the website, visit www.AutumnCreekHOA.com.

NOTIFICATION OF CHANGE OF MAILING ADDRESS

Owners are required to notify the management company in writing of a change of address, both physical and mailing address, within ten (10) days of the effective date of change. The Association, Board nor the Management Company, will be responsible for the Owner not receiving mailing notifications regarding collections, violations, Association business, fine imposition, etc. (Reference form on page 15).

Owners of Rental units must provide the management company with updated contact information for all Residents/Tenants, most recent Lease agreement, and the Property Management Company. Information must include, names of all occupants, phone numbers, email addresses and the lease termination date. (Reference forms on page 17 & 18).

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INSURANCE COMPLIANCE

The Cottages at Autumn Creek Homeowners Association is a shared interest, Planned Community. The community consists of twenty (27) Building Structures, known as duplexes, situated on the Lots and each contains two (2) Homes. Each home is designated for single family living.

To ensure that all interests in the community are protected, (Owners and the Association), as of April 1, 2022, Owners will be required to provide to the management company the declaration page of the Owner's insurance policy as proof of coverage. Owners are required to maintain full coverage on the home for the duration of ownership. Refer to the Declaration of Easements and Building Maintenance Agreement and the BYLAWS, for Owner requirements laid out by the City of Hillsboro, Oregon. (Reference form on page 16).

DECLARATION OF EASEMENTS AND BUILDING MAINTENANCE AGREEMENT, Article 7, INSURANCE of HOMES.

"Each Owner of a Lot shall purchase and maintain casualty insurance sufficient to cover any loss relating to the Owner's Lot and the Home thereon, including extended coverage for full replacement value of such property. Each Owner shall also purchase and maintain casualty insurance covering his or her interest in all Party Walls and common foundations. Copies of such policies or other appropriate evidence of such insurance coverage shall be forwarded to the Owner of the other Home located in the same Building Structure at least ten (10) days before the expiration of all previous insurance coverage or otherwise upon request. If an Owner fails to furnish a copy of an appropriate insurance policy or evidence thereof within the time required, the other Owner may procure such policy in his or her own or both names and charge the defaulting Owner the cost of the premium."

BYLAWS of The Cottages at Autumn Creek Homeowners Association, Article 12, INSURANCE, Section 12.2, By the Owners.

12.2 By the Owners. Each Owner of a Lot shall obtain, and maintain in effect, from a reputable insurance company authorized to do business in the State of Oregon, personal liability and property damage insurance with respect to such Lot in an amount of not less than \$500,000.00 per person, per occurrence. Additionally, each Owner shall obtain, and maintain in effect, from such companies fire and extended coverage casualty insurance with respect to the Home and other Improvements located on the Owner's Lot in an amount equal to 100% of the replacement cost thereof. Each Owner shall also be responsible for obtaining fire and extended coverage casualty insurance with respect to the Owner's personal property.

DESIGN REVIEW / ARCHITECTURAL CONTROLS

Please review Articles 9, 10, 11, 12, 13, and 14 of the CC&R's for details on landscaping installation, maintenance responsibilities, installation of tool sheds, walls, fences, decks, patios, etc. **HOWEVER**, please remember that any exterior improvements to a home, including improvements located within fenced yards, must obtain prior approval from the Board and Architectural Control Committee (ACC) before work is started.

Applications can be submitted on the Association's website at www.AutumnCreekHOA.com or mailed using the form at the end of the Manual. (Reference forms on page 19 & 20).

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GENERAL RULES

1. For the purpose of performing the maintenance of the Association property and the Common Area or for any purpose reasonably related to the performance by the Board of its responsibilities, the Association's agents or employees shall have the right to enter any Lot or yard to effect repairs, improvements, replacements, or maintenance as necessary or to inspect for rule violations; provided, however, except in case of an emergency, there shall be no entry onto a Lot without the Owner's consent, which consent shall not unreasonably be withheld. Consent shall be presumed if the Owner makes no objection to such entry within five (5) days after the Board delivers notice of its intent to enter.
2. Each Lot shall be used only for single-family dwelling purposes.
3. No Lot shall be used except for residential purposes.
4. No noxious or offensive activity shall take place on any Lot, nor shall anything be done or placed on any Lot that interferes with or jeopardizes enjoyment of other Lots within the property.
5. Lots shall have one (1) house number posted per side facing a street or alley. Numbers must match the original numbers and color. Any home missing address numbers will need to install per City's request.
 - Order through Medallion Industries, part number #25-anc-4, via phone 503-276-4483 or online at https://www.thehardwarehut.com/catalog-product.php?p_ref=358385.
 - Modifications must be approved by the Board.

AIR CONDITIONERS

1. Ground units must be hidden from street view by either fence or shrubbery. Owners must keep at least one (1) foot of clear space around the AC unit.
2. Window air conditioners are allowed from May to October. Window Units must be white or beige in color. Clear tape and Plexiglas should be used to fill in around the unit. Plywood or cardboard **ARE NOT** allowed.

ANIMALS

1. No animals, fowls, reptiles, insects, or poultry of any kind shall be raised or kept on any Lot, except for dogs, cats, or other household pets. No animals shall be kept, bred, manicured, or maintained for any commercial purposes.
2. No animals shall be kept which, in the sole discretion of the Board, constitute a nuisance or annoyance to other Owners, Residents, or Tenants. Any such nuisance shall be corrected at the Owners expense. Furthermore, the Board shall have the right to require the removal of any such pet if the nuisance cannot be remedied.
3. In no event shall an Owner, Resident, or Tenant permit any animal to roam from their Lot. Animals must be leashed while using Common Areas.
4. Owners are liable for any damage to persons or property caused by their pet. Damage done by a pet to the property of another Owner is a matter strictly between the Pet Owner and the person whose property was damaged.
5. Pet Owners are responsible for the immediate cleanup of their pet.
6. Owners are requested to report any roaming pets directly to City Animal Control.

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ANTENNA / SATELLITE DISH POLICY

1. Satellite dishes that are one (1) meter in diameter or smaller and other communication receiving antennas or devices covered by the Federal Telecommunications Act of 1996 (the Act) (collectively referred to in this policy as a qualified satellite receiver) shall be installed on the Owner's Lot as provided in this manual. Satellite dishes larger than one (1) meter in diameter and any other antennas not covered by the Act are prohibited or restricted as provided in the Association's governing documents.
2. Application to the Board and ACC shall not be required prior to installing a qualified satellite receiver. However, the Owner will be responsible for any damage that results from improper installation.
3. No fee payable to the Association shall be required prior to installation of a qualified satellite receiver.
4. An Owner shall install a qualified satellite receiver on such location on the Owner's Lot as Owner determines appropriate for the signal strength desired. If more than one (1) location on the Lot will provide the requisite signal strength, Owner is requested to voluntarily place his or her qualified satellite receiver in such location as will minimize the visual effect of the equipment on the common areas and other residents.
5. Owner shall keep the qualified satellite receiver in good repair and maintenance and not permit same to become unsightly, in accordance with the maintenance requirement of the Association's governing documents.
6. Qualified satellite receivers shall not be installed on Association common area.
7. Owner shall indemnify and hold harmless the Association and its agents, directors, officers, and employees from any and all loss, claim, damage, injury, judgment, or cost, including attorney's fees and court costs, resulting from or arising out of Owner's installation, maintenance, and/or use of the qualified satellite receiver, to the extent that Owner's negligence in installation, maintenance, and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgment, or cost, including attorney's fees and court costs being indemnified.
8. Nothing in this manual is intended to unreasonably increase the Owner's cost in installing a satellite receiver, unreasonably delay the installation, or unreasonably decrease the reception of the signals received. Should any Owner believe that anything in this policy does unreasonably affect the cost, delay installation, or decrease signal strength, the Owner is encouraged to contact the Board to discuss and resolve the matter.
9. Nothing in this manual is to be interpreted as being in contravention of the Act regarding the installation, maintenance, and use of satellite dishes. Should any portion of this manual be interpreted as contravening the Act, that section or sections shall be considered immediately modified to conform to the Act. Should it be impossible to so modify the section or sections, that section or sections shall be deemed severable from the remainder of the manual and shall be of no force and effect whatsoever.

FLAGS

One flag per home is allowed. Flag must be on a pole, attached to the front of a home, and must be no larger than 3'x 5'. Only National, State, Military, and Sports flags may be flown. No other types of flags may be flown without the Board approval.

GLASS / SCREEN DOORS

Approval from the Board and ACC is required for a Glass and/or Screen Door. You must submit an application to modify and have it approved before installing.

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GUESTS

Guests must abide by all Rules and Regulations in force at the time. Owners, Residents, and Tenants are responsible for the conduct and actions of their guests.

HOLIDAY DECORATIONS

Holiday decorations can be put up thirty (30) days in advance of a holiday and must be removed within thirty (30) days after the holiday. If decorations are placed in areas that are maintained by the Association and it impedes the ability of the Association Landscapers to do their job, your home will be skipped, and Owners will be responsible to maintain their own landscaping. Any damage done by decorations installed in the landscaping will be replaced at the Owner's expense.

HOME BUSINESS

No Lot shall be used except for residential purposes. (CC&Rs Paragraph 9.2)

HOME MAINTENANCE

1. Each Owner is responsible to maintain his or her Lot, the Home and other Improvements located thereon, including, but not limited to, the exterior walls, foundation, windows, doors, all interior portions of the home, the back and side yards and all yard improvements, drainage systems and pipes, wires, and other utility installations. The Lot and improvements on each home shall be maintained in a clean and attractive condition, in good repair, and in such a manner as to not create a hazard of any kind.
2. Owners are responsible to keep utility boxes and domestic water meter boxes free and clear of debris and plants. The Association is not responsible for maintaining.
 - Owners must contact the management company before removing any plant material if they believe it impedes access to utility boxes or meters, so that the Board and landscaper can decide if trimming back the landscaping or removal is needed.

Due to settling, some homes have domestic water meter boxes that are sinking. If not addressed by an Owner, there is a potential for future domestic water line damage to the home. Owners will be responsible for all damages and repairs to the line and Association property.

3. Owners are responsible to repair, maintain, and replace the interior/exterior fences and/or walls, which divide the Owner's Lot from common areas, neighboring Lot, or city-maintained property. The Owner who has sole access to a patio, side yard, or backyard from within his/her residence is responsible for the repair, maintenance, and replacement of the interior/exterior of the whole fence that encloses their yard. This includes the four (4) Owners (smaller homes) that have sole access to an additional side yard not accessible from inside. Owners that benefit from a shared fence line (larger homes) are both equally responsible for the repair, maintenance, and replacement of such shared fence lines.
 - Each Owner is responsible for staining the entire interior/exterior of any fence that surrounds a front, back, and/or side yard that the Owner has primary access to.
 - Owners must stain interior/exterior of fences regularly, every two to three (2-3) years or as advised by a licensed and bonded contractor. Water marks and fading are indicators maintenance is required. Water stains and marks must be removed before staining.
 - Only natural-colored stains or clear weatherproofing products may be used on interior/exterior of fence.

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Any staining, painting, replacement, removal, or alteration of a fence requires prior approval by the Board before any work can be started. If work is started prior to receiving approval or an Owner did not submit a modification request, the Board has the right to require modifications or removal at Owner's expense.

4. Shade structures, such as canopies, umbrellas, and other non-permanent shade structures may be left out in fenced yards from May through October provided they are maintained and kept in an attractive condition. At all other times they must be stored out of sight **when not in active use**.
 - If an Owner does not maintain their shade structure and it becomes an eyesore, the Board will require maintenance and/or removal.
 - It is the Owner's responsibility to make sure all city codes are adhered to, proper permits are received, and installation requirements are followed.

Any permanent shade structure must be approved by the Board after submitting an application to modify.

5. Hanging lights are permitted in patios, side yards, and backyards if they are free standing, not attached to a neighboring home and are maintained in good working order and appearance. Please refer to the Declaration of Yard Easements, Section 3.2. Any damage done to Passive or Party walls will need to be repaired by the offending party.
6. Nothing shall block any exterior vent on the home. Owners must keep a minimum of one (1) foot of clear space around any exterior vent system.
7. Each Owner is responsible for the testing and repair of their individual backflow prevention device. To understand City codes and the importance of the test please contact Tualatin Valley Water District or the City of Hillsboro.
8. Owners must keep their sidewalks, pathways to porches, and driveways free and clear of moss, discoloration damage or oil stains. Regular pressure washing is recommended. The small cement slab behind the garages of homes backing an alley is considered a driveway.
9. Alleys must be kept free of personal items so as not to impede movement of vehicles, line of sight, or may constitute a hazard (Reference Parking and Vehicle Restrictions).
10. Hoses, if viewable, must be stored in a hose container or on a reel.
11. Decorative plants are allowed on front porches and front walkways if they are maintained and kept in an attractive condition. Dead plants shall be removed and/or replaced in a timely manner. If an Owner does not maintain their decorative plants/pots and it becomes an eyesore, the Board will require maintenance and/or removal. Vegetable pots/containers/gardens are only allowed in fenced areas.
12. In the event an Owner does not perform any of the above to the satisfaction of the Association, the Board will give written notice of such default, stating what needs to be done and requesting that the work be completed in a reasonable amount of time. If the requested maintenance is not performed within the given time, the Association shall perform the maintenance at the Owner's expense.

Fire, Life Safety Note: It is highly recommended that Owners wanting to install non-permanent fire pits, heat lamps, etc., review city codes, manufacturer's installation instructions, review the Declaration of Yard Easements, as well as consult with adjoining neighbor for approval prior to purchasing and installing.

LANDSCAPING / USE OF YARD

1. Association Landscaping and Common Areas are any areas outside the fenced area of a home. The Association is responsible for maintaining all Association Landscaping and Common Areas. Under no

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circumstances should an Owner alter Association Landscaping or Common Areas without prior approval from the Board.

- If landscape modifications were/are submitted and approved, all modifications and repairs are the responsibility of the Owner to maintain. The Association's landscaper will not maintain any modifications.
 - When selling a home, the Owner is responsible to inform a buyer of this responsibility. Approved foliage shall not touch any home, roof, gutters, or fence.
 - No items shall be placed in areas maintained by the Association if they impede the Association's landscaper from completing their scope of work.
2. Each Owner is responsible for maintaining and caring for any landscaping within his or her fenced in area. Approval for **MAJOR** yard modifications in a fenced area is required from the Board. These modifications include the addition/subtraction of trees, lawn, nonliving materials (e.g., concrete, pavers, rocks, bark dust). This includes permanent structures (e.g., pergolas, canopies, gazebos, awnings, trellises, water features, etc.).
- Refer to the Declaration of Yard Easements prior to planning any modifications.
 - Section 3.6, "The grade of the Passive Yard Area shall not be changed and the downspouts and any other drainage installations located in the Passive Yard Area shall not be disturbed, except for required maintenance, repairs, and replacement."
3. It is the sole responsibility of the Owner to maintain their patio, side yard, and backyard in a manner that is neither a nuisance nor hazard to the community and neighboring homes.
- Owners must keep patios, side yards, and backyards free of weeds and debris.
 - Foliage, except for trees, shall remain at fence height unless approved by the Board.
 - Foliage cannot be grown through the fence or trellis portion of the fence.
 - No tree or shrub shall touch a Passive wall, siding, roof, or gutter.
 - Owners must ensure foliage from patios and yards do not encroach on Association maintained areas. It is the responsibility of the Owner to cover all costs incurred by the Association to have the Association's landscaper cut back foliage in Association maintained areas.
 - Bamboo plants are allowed but must be contained in a pot and properly maintained.
4. Each Owner must provide adequate irrigation to keep all turf, plants, and trees that fall within their Lot and respective irrigation zones healthy and attractive.
- All homes have an irrigation controller located on the exterior or interior of their garage. It is the responsibility of the Owners to seasonally turn on/off and to program the controller. Individual irrigation systems are separate from the common areas and irrigation controllers are not maintained or programmed by the Association landscapers.
 - Irrigation control boxes need to be kept unlocked May through October.
 - Any maintenance or replacement of the irrigation controller is the responsibility of the Owner.
 - Owners can contact management company for assistance with programming, unlocking a box, or making irrigation adjustments to ensure proper water coverage. The Association's landscaper may be able to help owners obtain a replacement key to an irrigation box.
 - Landscaping material has a life cycle and may die due to no fault of the Owner. To maintain the appearance of the development, if any turf, plant, or tree dies for any reason, it will be replaced by the Association at the Lot Owner's expense.
5. For the benefit of the Community, the Association will maintain each front yard and alley irrigation system. The Association's landscaper will depressurize each system once in the fall and repressurize it once in the spring. The Association will cover any basic maintenance/repair to the system up to the individual home's

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backflow device. This includes sprinkler heads and irrigation line leaks. If damage is caused by an Owner, Resident, Tenant, or Guest, repairs will be made at the Owner's expense.

- The Association's landscaper is responsible to ensure proper visibility for irrigation and valve boxes (green covers) during the year.
 - Patio, side yard, and backyard irrigation lines are **NOT** the responsibility of the Association to maintain.
 - Owners are responsible for testing, repair, and replacement of their individual backflow device.
6. Owners/Residents/Tenants are responsible to pick up miscellaneous trash located on Owner's Lot. The Association is not responsible for this nor is the landscaper under contract to provide services.
 7. Rock pathways in alleys must be edged, defined, and contained.

NUISANCES

Owners, Residents, and Tenants are encouraged to contact local law enforcement, animal control, or other governmental agencies to enforce control of nuisances. The Association should be the last option for an Owner/Resident/Tenant.

- **Animal Regulations: Dogs**
Under Washington County Animal Code 6.04.260(3) it is a Class C Civil Infraction for a dog owner or keeper to allow a dog or dogs to cause a continuous annoyance for a total of five or more minutes out of any fifteen-minute period.
- **Report a Code Concern**
Contact the Non-Emergency Dispatch at 503-629-0111 to report a violation.

PARKING AND VEHICLE RESTRICTIONS

1. Parking of vehicles in a Fire Lane is prohibited. Vehicles will be towed without notice to the vehicle owner and at the vehicle owner's expense.
2. Each Owner, Resident, or Tenant shall use the garage portion of his or her Lot for parking automotive vehicles (e.g., cars, passenger vans, trucks), the storage of non-hazardous materials and similar uses. However, no Owner, Resident, or Tenant shall convert any garage to any use, which prevents its use for parking of vehicles.
3. Owners, Residents, Tenants, and/or Guests shall not park or stop in alleys except to load or unload persons or cargo. Loading and unloading is limited to thirty (30) minutes and the Owner, Resident, or Tenant must be present. Failure to do so will result in towing without notice to the vehicle owner, at the vehicle owner's expense.
4. Owners, Residents, Tenants, and/or Guests shall not stop or park your vehicles across sidewalks per Hillsboro City Parking Prohibitions. Contact the Hillsboro Police non-emergency number to report an incident.
5. No dune buggy, boat, trailer, recreational vehicle (RV), mobile home, motor home, van, camper shell, nor truck which is larger than one (1) ton capacity or has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling, shall be parked in any driveway, on a private street, or anywhere else in the community where visible to other Owners. No RV's, trailers, boats, or the like shall be parked on a Lot or in the street adjacent to a Lot for more than five (5) consecutive days in a calendar month.
6. Commercial vehicles over one (1) ton capacity shall be permitted within the community for the purposes of making deliveries and similar purposes. Owner/Resident/Tenant parking of commercial vehicles over one (1) ton capacity is not allowed except if the vehicle is parked wholly within a garage.

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7. No dismantled, inoperable, unregistered, or wrecked vehicle or equipment shall be parked, stored, or deposited within the community.
8. No vehicle shall be repaired, dismantled, or serviced on any Lot except in the garage.
9. Any motor vehicle operated on the property, including automobiles, trucks, dune buggies, motorcycles, and trail bike's, shall have a muffler on its exhaust system and shall be ridden only on paved roads within the community or other areas specifically designated for such use by the Association.
10. No trailer, truck, boat, camper, or recreational vehicle (RV) shall be used as a living area in the community.

PORTABLE PLAY EQUIPMENT

All portable/temporary equipment (tools, toys, portable play equipment, roller hockey nets/equipment, bikes, skateboard ramps, etc.) shall not be allowed to remain visible when not in use. All types of equipment/tools should be stored in the garage or back yard so that they are not visible from the street, alley, or sidewalk.

SIGNS

1. No sign shall be placed or displayed in any home or on any lot, building, or other structure other than one (1) sign of customary and reasonable dimensions advertising a home for sale or lease which may be placed on the lot in front of the home.
2. No more than one (1) security sign shall be displayed on any Lot unless the back of the home faces an alley. For homes that have an alley, one (1) security sign can be displayed in the front and one (1) security sign can be displayed in the back. Signs shall not be placed in Association landscape or common areas. Window or door decals are preferable.
3. Political signs ranging from twelve (12) to twenty-four (24) inches per side may be placed in an Owner's front yard ninety (90) days prior to an election and must be removed by the completion of the election. Signs shall not be placed in the landscape strip area (between the street and the sidewalk).

Please note: A political sign is defined as a temporary sign advertising a candidate or candidates for public elective office, or a political party, or signs urging a particular vote on a public issue decided by ballot in connection with a local, state, or national election or referendum.

SNOW REMOVAL ON SIDEWALKS: LOTS THAT FACE PUBLIC STREETS

The Owner and/or Tenant is responsible for clearing debris, snow, and ice from adjacent sidewalks, according to [Hillsboro Municipal Code 6.16.070](#). The Association does not maintain.

Per City Code, Owners or Tenants must:

1. Remove snow from sidewalks within eight hours of daylight after snow has fallen.
2. Remove ice, or properly cover ice with sand, ashes, or other suitable material to assure safe travel, within eight hours of daylight after the ice has formed.
3. Prevent snow and ice that has accumulated on buildings from falling onto streets and sidewalks.

If someone is injured on a sidewalk because of icy or snowy conditions and the above steps were not taken, the property Owner and/or Tenant may be found liable to the injured individual.

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TRASH

1. Trash, recycling, and yard waste containers must be placed in secure containers on the days designated by the city as trash collection days.
2. All containers shall be placed at curbside not more than twenty-four (24) hours prior to the day preceding trash pick-up day. Containers should be removed from curbside within twenty-four (24) hours of trash pick-up day.
3. Large items such as appliances, air conditioners, furniture, mattresses, etc. must be disposed of by the Owner or Resident at his/her own expense and cannot be left in view.
4. All containers must be stored out of sight except on pick up day.
5. Dumpsters are **not** permitted in alleys or on public streets at any time. Available street parking must be used. Owners must get prior approval from the Board if there is a need for an exception.

WINDOW COVERINGS

Cardboard, plastic bags, sheets, thermal coverings, newspaper, sheet rock, and solar blankets are not permitted window coverings/treatments.

ENFORCEMENT OF RULES

The Board and Owners have the right and duty to report any violation of the rules and regulations as defined in the CC&Rs, ByLaws, and Rules and Regulations Manual. Residents and Tenants are encouraged to report rule violations to their Owners to follow up with Management. In addition, the Board has the right and duty to act, as necessary and appropriate, to gain compliance of violators to protect the rights, safety, and property of the Association Members and Residents.

In addition to any other means of enforcement provided in the CC&Rs, the Board has the right to suspend the voting rights and the use of Association facilities by an Owner and to impose a monetary penalty. The procedures for utilizing such enforcement techniques are listed below.

REPORTING RULES VIOLATIONS

Any person wishing to report a rules violation must provide a written description to the management company. **Verbal reports cannot and will not be acted on.** All complaints will be kept confidential, and the name of the complainant will not be disclosed to the offending party, however, the information provided may be shared with the Board. Pictures, if included, should not implicate themselves or anyone else or they may not be used. (Reference form on page 21).

NOTICE

When an alleged violation occurs and is reported to the management company, the Owner will be notified in writing. The Owner is responsible to correct the violation and notify the management company within fifteen (15) days via email or mail. (Reference form on page 22).

If an Owner contacts the Managing Agent of the Association, the Board authorizes the Managing Agent to stop enforcement procedures for a period not to exceed thirty (30) days, to work out an agreement that will bring the Owner into compliance with the Rules and Regulations and governing documents. If the Owner violates the agreement, further enforcement will continue per policy.

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

HEARING

If the Owner receives the second letter notifying them that the violation has not been corrected, the Owner is given ten (10) days to request a hearing with the Board. The purpose of the hearing is to provide an opportunity for the Owner to discuss the alleged violation with the Board. 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. Failure to respond to the violation notice will be considered an admission by the Owner that a violation exists.

FINE PROCEDURE / SCHEDULE

The Board authorizes the Managing Agent to impose a one hundred dollar (\$100) fine for any violation of the CC&Rs, Bylaws, or Rules and Regulations Manual after notice has been sent and the Owner has failed to respond, correct, or request a hearing on the matter within fifteen (15) days. Should the violation remain unremedied, an additional fine of two hundred dollars (\$200) will be imposed every thirty (30) days thereafter until the violation is corrected. The fines cover the cost of mailings and administrative time to manage violations that the Association and other Owners should not have to incur on behalf of one owner.

A foreclosure lien may be placed on a property if past due assessments, fees, and fine amounts total two hundred and fifty dollars (\$250). All costs incurred by the Association to enforce the Rules and Regulations will be the responsibility of the Owner in violation.

As per the Bylaw's, Section 3.3, Suspension of Voting Rights. "All voting rights of a Member shall be suspended during any period in which the Member is delinquent in the payment of any Assessment or is otherwise in default under these Bylaws, the Declaration, or any Rules and Regulation of the Association. The Board may also suspend a Members right to use any of the Common Areas during such period of default."

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

HOMEOWNER INFORMATION SHEET

Please complete and return within 10 days of close of escrow and/or to update changes.

Owner Name (as listed on deed): _____

Owner Name (as listed on deed): _____

Owner Occupied: [] YES [] NO Lot Number: _____

Property Address: _____

Mailing / Billing Address (if different from than above):

Primary Phone: _____ Alternate Phone: _____

Primary Email: _____

Alternate Email: _____

Emergency Contact Information:

Name: _____

Phone: _____

Email Address: _____

Pet Information:

Type/Number: [] Dog [] Cat

Breed(s): _____

Name(s): _____

Description(s): _____

Please return to via email or USPS: **Cottages at Autumn Creek HOA**
c/o CENTURY 21 Northstar
7800 SW Barbur Blvd, Suite 1A
Portland, OR 97219
503-297-1014 (office)
HOA.Northstar@Century21.com

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

PROOF OF HOMEOWNER INSURANCE

ACTION REQUIRED: Please return by email or USPS mail.

Dear Homeowner,

In accordance with the governing documents of this Association, all Owners are required to purchase and maintain insurance coverage for their individual home and property. Proof of insurance must also be shared with the adjacent owner of your duplex.

The Association's Managing Agent will be collecting & tracking all Owner policies. Owners are required to provide a copy of their insurance policy declaration pages within ten (10) days of close of escrow and prior to the current policy expiration date for the Association's records. Policies will be reviewed, and owners will be notified if coverages do not meet the governing documents requirements. Email to HOA.Northstar@Century21.com, or send via USPS mail to:

Cottages at Autumn Creek HOA
c/o CENTURY 21 Northstar
7800 SW Barbur BLVD, Suite 1A
Portland, Oregon 97219

Thank you for your cooperation!

Sincerely,

Cottages at Autumn Creek Homeowners Association
Board of Directors

DECLARATION OF EASEMENTS AND BUILDING MAINTENANCE AGREEMENT

Article 7. INSURANCE OF HOMES. Each Owner of a Lot shall purchase and maintain casualty insurance sufficient to cover any loss relating to the Owner's Lot and the Home thereon, including extended coverage for full replacement value of such property. Each Owner shall also purchase and maintain casualty insurance covering his or her interest in all Party Walls and common foundations. Copies of such policies or other appropriate evidence of such insurance coverage shall be forwarded to the Owner of the other Home located in the same Building Structure at least ten (10) days before the expiration of all previous insurance coverage or otherwise upon request. If an Owner fails to furnish a copy of an appropriate insurance policy or evidence thereof within the time required, the other Owner may procure such policy in his or her own or both names and charge the defaulting Owner the cost of the premium.

BYLAWS OF THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION Article 12. INSURANCE. Section 12.2 By the Owners. Each Owner of a Lot shall obtain, and maintain in effect, from a reputable insurance company authorized to do business in the State of Oregon, public liability and property damage insurance with respect to such Lot in an amount of not less than \$500,000.00 per person, per occurrence. Additionally, each Owner shall obtain, and maintain in effect, from such company, fire and extended coverage casualty insurance with respect to the Home and other Improvements located on the Owner's Lot in an amount equal to 100% of the replacement cost thereof. Each Owner shall also be responsible for obtaining fire and extended coverage casualty insurance with respect to the Owner's personal property.

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

RENTAL UNIT TENANT INFORMATION FORM

Please complete and return within 10 days of move in. Include Lease document with submission.

Property Address: _____

Lease dates: Start of lease: _____ End of lease: _____

Tenant Name: _____

Tenant Name: _____

Additional Occupants: _____

Tenant Primary Phone Number: _____

Tenant Alternate Phone Number: _____

Tenant Primary Email Address: _____

Tenant Alternate Email Address: _____

Pet Information:

Type/Number: Dog Cat

Breed(s): _____

Name(s): _____

Description(s): _____

Property Management Company & Address (if applicable):

Manager Name: _____

Office Phone: _____ Direct Number: _____

Manager Email: _____

Alternate Email: _____

Please return to via email or USPS: **Cottages at Autumn Creek HOA**
c/o CENTURY 21 Northstar
7800 SW Barbur Blvd, Suite 1A
Portland, OR 97219
503-297-1014 (office)
HOA.Northstar@Century21.com

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

RENTAL UNITS

The Rules and Regulations for the Community

Community living requires the full cooperation of all Owners and Residents. It is important that each Owner/Resident familiarize themselves with the rules and regulations for the community to ensure that all Residents of the Cottages at Autumn Creek enjoy the quality of life to which they are entitled.

The success of any community is founded on the basic principles of common decency, respect, and consideration for the basic rights of neighbors. The Rules and 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 the Rules and Regulations and the authority for enforcement are contained in the CC&Rs and the ByLaws, which owners were given by the seller when you bought your home. The manual is intended as a supplement to the CC&Rs, not as a replacement. All provisions of the CC&Rs not referenced in this document remain in full effect and must be adhered to by all Owners, Residents, Tenants, and Guests. It is the responsibility of each Owner to make their Residents, Tenants, and Guests aware of the restrictions in the governing documents. **However, it is the Owner, as a member of the Cottages at Autumn Creek Homeowners Association, who remains responsible for the conduct of Residents, Tenants, and Guests.**

Owners of rental units are required to provide the HOA's management company with this signed document, **acknowledging that all tenants have received and reviewed a copy of the most recent Rules and Regulations Manual, and agree to follow all Association rules for the Community.** This needs to be signed by all Owners and Renters residing in the residence.

Owners of Rental units must also provide the Management Company with current contact information for all Residents/Tenants, the most recent lease agreement, and the Property Management Company. Information must include, names of all occupants, phone numbers, email addresses and the lease termination date.

Please date and sign this form and return it to:

**Cottages at Autumn Creek HOA
c/o CENTURY 21 Northstar
7800 SW Barbur Blvd, Suite 1A
Portland, OR 97219
HOA.Northstar@Century21.com**

Address of Rental Home: _____

Owner(s) Signature: _____ Date: _____

Owner(s) Signature: _____ Date: _____

Renters(s) Signature: _____ Date: _____

Renter(s) Signature: _____ Date: _____

Renter(s) Signature: _____ Date: _____

Note: The most recent Rules and Regulations Manual was updated March 2022.

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

ARCHITECTURAL (ARC) MODIFICATION APPLICATION

Please fill out online through the Association website, www.AutumnCreekHOA.com, or fill in the information below as completely as possible & email to HOA.Northstar@Century21.com or USPS mail.

Date: _____

Owner's Name: _____

Property Address: _____

Daytime Telephone #: _____

E-mail: _____

Provide a description of the proposed improvement(s):

Signature: _____ Anticipated Start Date: _____

The Board or ACC will need to review each request. Please allow adequate processing time.

NEIGHBOR ADVISEMENT

It has been determined that it is in the best interest of all parties to advise your neighbors of any proposed improvements to your property and request that you have your adjacent neighbor(s) sign where indicated below.

Neighbors Signatures

Neighbors Signatures

Address

Address

Approval or Objections

Approval or Objections

Objections by neighbors do not mean disapproval of the request. Objections will be reviewed by the Board or ACC.

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

ARCHITECTURAL (ARC) MODIFICATION APPLICATION (Continued)

SUBMITTAL: In addition to the application form, please include the following:

1. Description of the improvement.
2. Location of the improvement.
3. Materials to be used and color of materials.
4. Detailed drawing of improvements.
5. Name of person/contractor doing the work, including the Contractor's CCB license number, and proof of insurance listing the association as an additional insured.
6. HOA reserves the right to see a copy of all work invoices to determine the actual construction done.

I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the association.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. All work will be done expeditiously once commenced and will be done in a good workman-like manner by myself or a contractor.
4. All work will be performed at a time and in a manner to minimize interference and inconvenience to other unit owners.
5. I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
6. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.
7. I will be responsible for complying with, and will comply with, all applicable federal, state, and local laws; codes; regulations; and requirements in connection with this work, and I will obtain any necessary governmental permits and approvals for the work.

Please email or mail to:

Cottages at Autumn Creek HOA
c/o CENTURY 21 Northstar
7800 SW Barbur BLVD, Suite 1A
Portland, OR 97219
HOA.Northstar@Century21.com

-----(For Board member use only. Do not write below this line.)-----

ARCHITECTURAL APPROVAL REQUEST

Approved as presented; Approved with conditions; Deferred, pending additional info.; | Denied

Board/ARC Member Comments: _

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

VIOLATION REPORT FORM

Violation Reported by (Owner Name): _____

Address: _____

Phone Number: _____

Email Address: _____

DETAILED DESCRIPTION OF VIOLATION:

Please give as much information as possible such as date, time, address of person involved, damage, location, or anything else pertinent.

If possible, give name and phone number of any potential witness:

Name

Phone Number

_____	_____
_____	_____
_____	_____

I am providing this report with the understanding that it will be treated as confidential, except the details will be provided to the Board.

Signature: _____

Date: _____

Please complete and return to: Cottages at Autumn Creek HOA
c/o CENTURY 21 Northstar
7800 SW Barbur BLVD, Suite 1A
Portland, OR 97219

Or scan & email to: HOA.Northstar@Century21.com

THE COTTAGES AT AUTUMN CREEK HOMEOWNERS ASSOCIATION

HOMEOWNER VIOLATION RESPONSE FORM

Reference: Property: _____

Date: _____

I have done/will do the following to rectify the violation described above:

I cannot do anything to rectify the violation described above for the following reason(s):

The violation described above does not pertain to me for the following reason(s):

Respondent's Phone Number: _____

Respondent's E-mail Address: _____

Please complete and return to: **Cottages at Autumn Creek HOA**
c/o CENTURY 21 Northstar
7800 SW Barbur BLVD, Suite 1A
Portland, OR 97219

Or scan & email to: HOA.Northstar@Century21.com